

## **CONTRACT L-71082D**

### **(Contract)**

The following information has been determined to be exempt from disclosure and has been deleted from the contract:

- Page 117, The Schedule of Rates

The deleted material is exempt from disclosure under 14C.F.R.1206.300(b)(4), which covers trade secrets and commercial or financial information obtained from a person and privileged and confidential information. It has been held that commercial or financial material is "confidential" for purposes of this exemption if its disclosure would be likely to have either of the following effects: (1) impair the Government's ability to obtain necessary information in the future; or (2) cause substantial harm to the competitive position of the person from whom the information was obtained, *National Parks and Conservation v. Morton*, 498 F2d765 (D.C. Cir. 1974).

# ORDER SUPPLIES OR SERVICES

Approval #: 2700-0042

PAGE 1 OF 51 PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/30/2002	2. CONTRACT NO. (if any) GS-07F-0426M	3. ORDER NO. L71082D	4. REQUISITION/REFERENCE NO. 1-059-SMB.1076A
5. ISSUING OFFICE (Address correspondence to:) Office of Procurement Mail Stop 126, Bldg 1195A NASA Langley Research Center Hampton, VA 23681-2199		6. SHIP TO: (Consignee and address, ZIP Code) NASA Langley Research Center Hampton, VA 23681-2199	

7. TO: CONTRACTOR (Name, Address and ZIP Code)  DynCorp Technical Services LLC One Ridgmar Centre 6500 W. Freeway, Suite 600 Fort Worth, TX 76116-2187  DUNS: 127136252	8. TYPE OF ORDER <input type="checkbox"/> A. PURCHASE — Reference your  Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheets, if any, including delivery as indicated. This purchase is negotiated under authority of:  <input checked="" type="checkbox"/> B. DELIVERY — Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above referenced contract.
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9. ACCOUNTING AND APPROPRIATION DATA PR: SMB.1150, OC: 2552, JO: C598801, \$122,349.00 (Partial) PR: SMB.1150, OC 2552, JO: C599601, \$143,641.99 (Partial) PR: SMB.1150, OC 2552, JO: C599701, \$16,204.38 (Complete)	10. REQUISITIONING OFFICE
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> SMALL <input checked="" type="checkbox"/> OTHER THAN SMALL <input type="checkbox"/> DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED	
12. F.O.B. POINT NASA Langley Research Center	14. GOVERNMENT B/L NO.
13. PLACE OF INSPECTION AND ACCEPTANCE: NASA Langley Research Center	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) September 30, 2003
	16. DISCOUNT TERMS Net 30 .25% Net 10 .15% Net 20

## 17. SCHEDULE (See reverse for Rejections)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	SECURITY SERVICES NASA LANGLEY RESEARCH CENTER	1	Lot	Base	\$1,548,233/IDIQ NTE \$2M	
				Option 1	\$1,542,401/IDIQ NTE \$2M	
				Option 2	\$1,566,292/IDIQ NTE \$2M	
				Option 3	\$1,592,840/IDIQ NTE \$2M	
				Option 4	\$1,626,790/IDIQ NTE \$2M	
				<b>TOTAL FFP</b>	<b>\$7,876,556/IDIQ NTE \$10M</b>	

SEE BILLING INSTRUCTIONS ON  REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(H). TOTAL (Cont. pages)
	21. MAIL INVOICE TO: (Include ZIP Code) NASA Langley Research Center, Financial Management Division, Mail Stop 175 Hampton, VA 23681-2199			17(I). GRAND TOTAL

22. UNITED STATES OF AMERICA  
BY (Signature)

*David H. Jones*

23. NAME (Typed)

DAVID H. JONES

TITLE: CONTRACTING OFFICER

1. SUPPLIES AND/OR SERVICES TO BE FURNISHED (LaRC 52.211-90) (MAY 1999)

The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform the requirements delineated in the Description/ Specifications/Statement of Work in Attachment A.

2. FIRM FIXED PRICE (NASA 1852.216-78) (DEC 1988)

(a) The total firm fixed price of this order for CLIN's 0001 through CLIN's 0004, and 0007 through 0009 is \$1,548,233 as set forth below:

BASE PERIOD AND PHASE-IN

CLIN	DESCRIPTION	UNIT	TOTAL
0001	SECURITY FORCE SERVICES	LOT	\$916,484
0002	EMERGENCY DISPATCH OFFICE (EDO)	LOT	\$211,317
0003	BADGE AND PASS OFFICE	LOT	\$183,679
0004	LOCKSMITH SERVICES	LOT	\$ 59,433
0007	PERSONNEL SECURITY	LOT	\$ 88,440
0008	PUBLIC KEY INFRASTRUCTURE	LOT	\$ 43,117
0009	INTERNATIONAL VISITS	LOT	\$ 45,763
		BASE YEAR TOTAL AMOUNT	\$1,548,233

(b) The maximum value for CLIN 15 IDIQ work is \$2 Million.

(c) The total firm fixed price for CLIN 16 phase-in is \$\_\_0\_\_.

(d) If the Government exercises any of its options pursuant to the terms of this GSA order, the total firm-fixed price of this GSA order shall be increased by the applicable amounts show below and in Paragraph 21:

OPTION YEAR ONE

CLIN	DESCRIPTION	UNIT	TOTAL
1001	SECURITY FORCE SERVICES	LOT	\$910,864
1002	EMERGENCY DISPATCH OFFICE (EDO)	LOT	\$214,775
1003	BADGE AND PASS OFFICE	LOT	\$185,021
1004	LOCKSMITH SERVICES	LOT	\$ 58,625
1007	PERSONNEL SECURITY	LOT	\$ 87,637
1008	PUBLIC KEY INFRASTRUCTURE	LOT	\$ 41,938
1009	INTERNATIONAL VISITS	LOT	\$ 43,541
		OPTION YEAR ONE TOTAL AMOUNT	\$1,542,401
1015	SPECIAL ORDERING OF SECURITY SERVICES	LOT	IDIQ-NTE \$2M



OPTION YEAR TWO

CLIN	DESCRIPTION	UNIT	TOTAL
2001	SECURITY FORCE SERVICES	LOT	\$921,835
2002	EMERGENCY DISPATCH OFFICE (EDO)	LOT	\$217,783
2003	BADGE AND PASS OFFICE	LOT	\$192,322
2004	LOCKSMITH SERVICES	LOT	\$ 59,364
2007	PERSONNEL SECURITY	LOT	\$ 88,570
2008	PUBLIC KEY INFRASTRUCTURE	LOT	\$ 42,394
2009	INTERNATIONAL VISITS	LOT	\$ 44,024
		OPTION YEAR TWO TOTAL AMOUNT	\$1,566,292
2015	SPECIAL ORDERING OF SECURITY SERVICES	LOT	IDIQ-NTE \$2M

OPTION YEAR THREE

CLIN	DESCRIPTION	UNIT	TOTAL
3001	SECURITY FORCE SERVICES	LOT	\$933,693
3002	EMERGENCY DISPATCH OFFICE (EDO)	LOT	\$221,279
3003	BADGE AND PASS OFFICE	LOT	\$192,737
3004	LOCKSMITH SERVICES	LOT	\$ 62,002
3007	PERSONNEL SECURITY	LOT	\$ 91,777
3008	PUBLIC KEY INFRASTRUCTURE	LOT	\$ 44,842
3009	INTERNATIONAL VISITS	LOT	\$ 46,510
		OPTION YEAR THREE TOTAL AMOUNT	\$1,592,840
3015	SPECIAL ORDERING OF SECURITY SERVICES	LOT	IDIQ-NTE \$2M

OPTION YEAR FOUR

CLIN	DESCRIPTION	UNIT	TOTAL
4001	SECURITY FORCE SERVICES	LOT	\$955,872
4002	EMERGENCY DISPATCH OFFICE (EDO)	LOT	\$227,989
4003	BADGE AND PASS OFFICE	LOT	\$195,979
4004	LOCKSMITH SERVICES	LOT	\$ 62,217
4007	PERSONNEL SECURITY	LOT	\$ 92,584
4008	PUBLIC KEY INFRASTRUCTURE	LOT	\$ 46,073
4009	INTERNATIONAL VISITS	LOT	\$ 46,076
		OPTION YEAR FOUR TOTAL AMOUNT	\$1,626,790
4015	SPECIAL ORDERING OF SECURITY SERVICES	LOT	IDIQ-NTE \$2M



### 3. LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (NASA 1852.232-77) (MAR 1989)

(a) Of the total price of items 1, 2, 3, 4, 7, 8, and 9 the sum of \$ 282,195 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

#### SCHEDULE FOR ALLOTMENT OF FUNDS

Date	Amounts
10/01/2002 to 12/16/2002	\$282,195
12/16/2002 to 10/15/2003	TBD

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) above up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgement by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until December 16, 2002.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contractor is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3)(i) The notice shall state the estimated date when the point referred to in subparagraph (2) above will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph (1) above, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in subparagraph (1) above, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in subdivision (3)(ii) above, additional funds are not allotted by the date specified in subparagraph (1) above, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) above shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.



(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) above. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

#### 4. RESERVED

#### 5. INSPECTION OF SERVICES – FIXED-PRICE (FAR 52.246-4) (AUG 1996)

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may-

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may-

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

#### 6. PERIOD OF PERFORMANCE (LaRC 52.211-91) (AUG 1997)

The period of performance of this contract shall be October 16, 2002 through October 15, 2003. A phase-in period will be from October 1, 2002 through October 15, 2002.

#### 7. PLACE OF DELIVERY (LaRC 52.211-92) (OCT 1992)

Delivery shall be f.o.b. destination:

National Aeronautics and Space Administration  
Langley Research Center  
4 South Marvin Street (Bldg. 1206)  
Hampton, VA 23681-2199

8. PLACE(S) OF PERFORMANCE (LaRC 52.211-98) (OCT 1992)

The place(s) of performance shall be:

NASA, Langley Research Center, Hampton, Virginia; and other sites as may be designated by task order under CLIN 15.

9. INVOICE PAYMENTS

- (a) Partial payments will be made by the Government to the Contractor based on receipt of a proper invoice and satisfactory contract performance.
- (b) Invoices for the firm-fixed price effort (CLINs 0001 through 0014) shall be submitted on a monthly basis in the amount of the total firm fixed price cost divided by 12.
- (c) Invoices for firm fixed price IDIQ Task Orders (CLIN 15) shall be submitted separately and on a monthly basis. The invoice shall be submitted in the amount of the task order divided by the number of months in the period of performance for the task.
- (d) The Invoice for CLIN 16 (if any) shall be submitted at the end of the phase-in period.

10. SUBMISSION OF INVOICES

The Contractor shall submit an original invoice and three copies to the following address:

NASA Langley Research Center  
Financial Management Office, Mail Stop 175  
Hampton, VA 23681-2199

11. TECHNICAL DIRECTION (NASA 1852.242-70) (SEP 1993)

- (a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer's Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 18-42.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Attachment A of this contract.
- (b) The COTR does not have the authority to, and shall not, issue any instructions purporting to be technical direction that -
  - (1) Constitutes an assignment of additional work outside the statement of work;
  - (2) Constitutes a change as defined in the changes clause;
  - (3) In any manner causes an increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
  - (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
  - (5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.
- (c) All technical direction shall be issued in writing by the COTR.
- (d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's



opinion, any instructions or direction by the COTR falls within any of the categories defined in paragraph (b) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is -

- (1) Rescinded in its entirety; or
- (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract and that the Contractor should proceed promptly its performance.
- (e) A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction shall be subject to the Disputes clause of this contract.
- (f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

12. CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT (NASA 1852.245-70)  
(JUL 1997)

- (a) "Equipment," as used in this clause, means commercially available items capable of stand-alone use, including those to be acquired for incorporation into special test equipment or special tooling.
- (b)(1) Upon determination of need for any Government-owned equipment item for performance of this contract, the contractor shall provide to the Contracting Officer a written request justifying the need for the equipment and the reasons why contractor-owned property cannot be used, citing the applicable FAR or contract authority for use of Government-owned equipment. Equipment being acquired as a deliverable end item listed in the contract or as a component for incorporation into a deliverable end item listed in the contract is exempt from this requirement.
- (2) The contractor's request shall include a description of the item in sufficient detail to enable the Government to screen its inventories for available equipment or to purchase equipment. For this purpose, the contractor shall (i) prepare a separate DD Form 1419, DOD Industrial Plant Equipment Requisition, or equivalent format, for each item requested and (ii) forward it through the contracting officer to the Industrial Property Officer at the cognizant NASA installation at least 30 days in advance of the date the contractor intends to acquire the item. Multiple units of identical items may be requested on a single form. Instructions for preparing the DD Form 1419 are contained in NASA FAR Supplement 1845.7102. If a certificate of nonavailability is not received within that period, the contractor may proceed to acquire the item, subject to having obtained contracting officer consent, if required, and having complied with any other applicable provisions of this contract.
- (c) Contractors who are authorized to conduct their own screening using the NASA Equipment Management System (NEMS) and other Government sources of excess property shall provide the evidence of screening results with their request for contracting officer consent. Requests to purchase based on unsuitability of items found shall include rationale for the determined unsuitability

13. LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (NASA 1852.245-77)  
(JUL 1997)

In accordance with the clause at 1852.245-71, Installation-Accountable Government Property, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

- (a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls.



(b) General- and special-purpose equipment, including office furniture.

(1) Equipment to be made available is listed in Attachment C and C1. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.

(2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.

(3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(c) Safety and fire protection for Contractor personnel and facilities.

(d) Installation service facilities: None

(e) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

(f) Cafeteria privileges for Contractor employees during normal operating hours.

(g) Building maintenance for facilities occupied by Contractor personnel.

(h) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.

(i) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property.

(j) The Government will provide fuel for the patrol vehicles; maintenance for the patrol vehicles will be the responsibility of the Contractor.

#### 14. INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (NFS 1852.245-71) (JUN 1998)

(a) The Government property described in the clause at 1852.245-77, List of Installation-Accountable Property and Services, shall be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following user responsibilities:

User responsibilities in accordance with NASA Handbook NPG 4200.1, NASA Equipment Management Manual.

The contractor shall establish and adhere to a system of written procedures for compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

(b) (1) The official accountable recordkeeping, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area;

(ii) The contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area:

(iii) The contractor shall establish a record of the property as

required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the contractor. The contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the SEMO. The contractor shall assume accountability and financial reporting responsibility for such property. The contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.

(2) After transfer of accountability to the Government, the contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the contracting officer.

#### 15. CENTRAL CONTRACTOR REGISTRATION (1852.204-74) (OCT 2001)

(a) Definitions. As used in this clause--

(1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with NASA.

(2) "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying sub-units or affiliates of the parent business concern.

(4) "Commercial and Government Entity Code (CAGE Code)" means -

(i) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(ii) A code assigned by a member of the North Atlantic Treaty Organization (NATO) that is recorded and maintained by DLIS in the CAGE master file.

(5) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding CAGE code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors performing work outside of the United States.

(2) The Contracting Officer will verify that the offeror is registered in the CCR database.



(3) Lack of registration in the CCR database will make an offeror ineligible for award after March 31, 2001.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr2000.com> or by calling 888-CCR-2423 (888-227-2423).

#### 16. TASK ORDERING PROCEDURE (NASA 1852.216-80) (OCT 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) With 15 calendar days, or another time if mutually agreed to by the parties, after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.



- (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail
- (i) Schedule of rates for Task Orders – The rates set forth in the Contractor provided Exhibit C, Cost Forms, Form D, will be used for the issuance of Task Orders and will be included as attachment G to the order.

17. SAFETY AND HEALTH (NASA 1852.223-70) (APR 2002)

- (a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.
- (b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.
- (c) The Contractor shall take, or cause to be taken, any other safety, and occupational health-measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.
- (d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.
- (e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.
- (f)(1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.
- (2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f)(1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.
- (g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:
  - (1) The work will be conducted completely or partly on premises owned or controlled by the Government.
  - (2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.



(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

(h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).

(i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.

(j) The contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence --

- (1) Written hazardous operating procedures for all hazardous operations; and/or
- (2) Qualification standards for personnel involved in hazardous operations.

#### 18. MAJOR BREACH OF SAFETY OR SECURITY (NFS 1852.223-75) (FEB 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to NASA and is a material part of this contract. NASA's safety priority is to protect: (1) the public; (2) astronauts and pilots; (3) the NASA workforce (including contractor employees working on NASA contracts); and (4) high-value equipment and property. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of safety must be related directly to the work on the contract. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than \$1 million; or in any "willful" or "repeat" violation cited by the Occupational Health and Safety Administration (OSHA) or by a state agency operating under an OSHA approved plan.

(b) Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of security may occur on or off Government installations, but must be related directly to the work on the contract. A major breach of security is an act or omission by the Contractor that results in compromise of classified information; illegal technology transfer; workplace violence resulting in criminal conviction; sabotage; compromise or denial of information technology services; equipment or property damage from vandalism greater than \$250,000; or theft greater than \$250,000.

(c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own



investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

19. EXPORT LICENSES (NASA 1852.225-70) (FEB 2000)

- (a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.
- (b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at Langley Research Center, where the foreign person will have access to export-controlled technical data or software.
- (c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.
- (d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

20. OBSERVANCE OF LEGAL HOLIDAYS (NASA 1852.242-72) (AUG 1992)

- (a) The on-site Government personnel observe the following holidays:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- Any other day designated by Federal statute, Executive order, or the President's proclamation.

- (b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

21. OPTIONS

Priced Options for Extended Terms

Pursuant to the Paragraph 28 clause entitled "Option to Extend the Term of the Order", the Contractor hereby grants to the Government options to extend the term of the contract for 4 additional periods of 12 months each. Such options are to be exercisable by issuance of a unilateral modification on or before expiration date of this contract. Upon exercise of such option(s) by the Government, the following items will be increased by the amount specified below for each option period:

<u>Item</u>	<u>First Option Period</u>	<u>Second Option Period</u>	<u>Third Option Period</u>	<u>Fourth Option Period</u>
Period of Performance (Paragraph 6)	12 months	12 months	12 months	12 months
Total Firm Fixed Price CLIN 0001 through 0004, 0007 through 0009	\$1,542,401	\$1,566,292	\$1,592,840	\$1,626,790
Total Indefinite Quantity CLIN 0015 (Paragraph 2)	<u>Not to Exceed</u> \$2M	<u>Not to Exceed</u> \$2M	<u>Not to Exceed</u> \$2M	<u>Not to Exceed</u> \$2M

22. SECURITY PROGRAM/FOREIGN NATIONAL EMPLOYEE ACCESS REQUIREMENTS  
(LaRC 52.204-91) (APRIL 2002)

Foreign nationals must meet the eligibility requirements outlined in NPG 1371.2 prior to performing any work under a contract. Eligibility determinations will be based solely on the scientific and technical contributions of the contractor, as outlined in the statement of work. Foreign nationals who meet the eligibility requirements will undergo a rigorous approval and investigative process prior to physical access to the Center and/or to NASA information. Foreign nationals must be sponsored by a NASA Civil Service employee. The sponsor must submit a formal request to the Security Office for access to the Center and/or NASA information, to include electronic information. The request will be processed through the Center's Export Administrator and subject to approval by the International Visits Coordinator. Normal processing time for a request is between 60 and 90 days depending on the nationality of the foreign national. All approvals will be for a maximum of one year, and must be resubmitted annually. Following approval, the foreign national will undergo a National Agency Check Investigation (NACI). As part of the NACI, the foreign national will submit a "Name Check Request" (NASA Form 531) and a completed "applicant" fingerprint card, to the LaRC Security Office, Mail Stop 450. Normal processing time for a NACI is between 90 to 120 days. Until the NACI is completed and favorably adjudicated, the foreign national will require complete escort from entry onto and exit off of the Center, and will not be allowed access to electronic information unless approved by the Center Information Technology Security Manager. Upon completion of the NACI, the foreign national will only be granted unescorted access to an approved workplace and to designated open areas during normal weekday work hours between 6:00 a.m. and 6:00 p.m. The foreign national will not be granted access during non-work hours, weekends, and holidays. Derogatory information developed concerning the foreign national may be grounds for visit termination.

23. UNESCORTED ACCESS BY CONTRACTOR EMPLOYEES (LaRC 52.204-102) (JAN 2002)

Background investigations are required for Contractor employees to have unescorted access to the Langley Research Center. All Contractor employees must, as a minimum, have a favorably adjudicated NASA Agency Check (NAC). However, a NAC is not required if the Contractor can certify that an employee has an active United States Government Security Clearance, Confidential or higher, meeting the requirements of Executive Order #12968 or a current LaRC favorably adjudicated NAC investigation.

The Contractor shall submit a "Name Check Request" (NASA Form 531), an "Authorization for Release of Credit Reports" (NASA Form 1684), and a completed FD-258, "Applicant" fingerprint card to the LaRC Badge and Pass Office, Mail Stop 232. Normal processing time for a NAC is approximately 60 days. When it is necessary for an employee to perform work prior to completion of the NAC, the employee may be escorted by an individual who has a favorable NAC or a current National Security Clearance level or as otherwise approved by the LaRC Security Officer.



24. LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (LaRC 52.204-104) (JAN 2002)

(a) NASA may find it necessary to release information submitted by the Contractor, either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by NASA. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of this proposal, or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its Confidential Business Information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to, the following:

(1) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the evaluation, the award or the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to NASA's technical evaluation panels;

(2) To NASA contractors and subcontractors, and their employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency.

(c) NASA recognizes its obligation to protect the contractor from competitive harm that could result from the release of such information to a competitor. Except where otherwise provided by law, NASA will permit the limited release of CBI under subparagraphs (1) or (2) only pursuant to non-disclosure agreements signed by the assisting contractor or subcontractor, and their individual employees who may require access to the CBI to perform the assisting contract.

(d) NASA's responsibilities under the Freedom of Information Act are not affected by this clause.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of CBI by the subcontractor.

25. INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS (LaRC 52.215-107) (JUN 1998)

Pursuant to FAR 15.204-1(b), the completed Exhibit G, Representations and Certifications, of the proposal dated July 15, 2002 is hereby incorporated herein by reference.

26. OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES

A. Observation of Regulations--In performance of that part of the contract work which may be performed at Langley Research Center or other Government installation, the Contractor shall require its employees to observe the rules and regulations as prescribed by the authorities at Langley Research Center or other installation including all applicable Federal, NASA and Langley safety, health, environmental and security regulations.



B. Identification Badges--At all times while on LaRC property, the Contractor shall require its employees, subcontractors and agents to wear badges which will be issued by the NASA LaRC Badge and Pass Office, located at 1 Langley Boulevard (Building No. 1228). Badges shall be issued only between the hours of 6:30 a.m. and 4:00 p.m., Monday through Friday. Contractors will be held accountable for these badges, and may be required to validate outstanding badges on an annual basis with the NASA LaRC Security Office. Immediately upon employee termination or contract completion, badges shall be returned to the NASA LaRC Badge and Pass Office.

## 27. KEY PERSONNEL AND FACILITIES (NASA 1852.235-71) (MAR 1989)

(a) The personnel and/or facilities listed in Attachment E are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, by mutual agreement of the parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

## 28. OPTION TO EXTEND THE TERM OF THE ORDER

(a) The Government may extend the term of this order by written notice to the Contractor within the current period of performance, which shall include any exercised options.

(b) If the Government exercises this option, the extended order shall be considered to include this option clause.

(c) The total duration of this order, including the exercise of any options under this clause, shall not exceed 67 months.

## 29. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES BY REFERENCE

THE CONTRACTOR'S CURRENT GSA SCHEDULE CONTRACT'S TERMS AND CONDITIONS SHALL BE INCORPORATED AS PART OF THIS ORDER.

Clause Number	Clause Title & Date
52.203-5	Covenant Against Contingent Fees (Apr 1984)
52.203-7	Anti-Kickback Procedures (Jul 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 1997)
52.204-2	Security Requirements (Aug 1996)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 1995)
52.211-15	Defense Priority and Allocation Requirement (Sep 1990)
52.215-2	Audit and Records - Negotiation (Jun 1999)

52.215-11	Price Reduction for Defective Cost or Pricing Data-Modifications (Oct 1997)
52.215-13	Subcontractor Cost or Pricing Data-Modifications (Oct 1997)
52.217-8	Option to Extend Services (Nov 1999)
52.223-5	Pollution Prevention and Right-to-Know Information (Apr 1998)
52.223-6	Drug-Free Workplace (May 2001)
52.223-14	Toxic Chemical Release Reporting (Oct 2000)
52.224-1	Privacy Act Notification (Apr 1984)
52.224-2	Privacy Act (Apr 1984)
52.225-13	Restrictions on Certain Foreign Purchases (Jul 2000)
52.227-1	Authorization and Consent (Jul 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)
52.228-5	Insurance-Work on a Government Installation (Jan 1997)
52.232-9	Limitation on Withholding of Payments (Apr 1984)
52.232-34	Payment by Electronic Funds Transfer – Other Than Central Contractor Registration (May 1999)
	[Insert “no later than 15 days prior to submission of the first request for payment” in paragraph (b)(1).]
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.237-3	Continuity of Services (Jan 1991)
52.239-1	Privacy or Security Safeguards (Aug 1996)
52.245-1	Property Records (Apr 1984)
52.245-2	Government Property (Fixed Price) (Dec 1989)
52.246-25	Limitation of Liability--Services (Feb 1997)
52.251-1	Government Supply Sources (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)

#### NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>CLAUSE NUMBER</u>	<u>TITLE AND DATE</u>
1852.204-75	Security Classification Requirements (Sep 1989) [Insert “Top Secret” and “Attachment B” in the blanks of the first and second sentences, respectively.]
1852.204-76	Security Requirements for Unclassified Information Technology Resources (July 2001) [Insert “30”]
1852.215-84	Ombudsman (June 2000) – Alternate I (June 2000) [Insert “Direct inquires to Sandra S. Ray, NASA Langley Research Center, Mail Stop 134, Hampton, VA 23681-2199; phone (757) 864-2428; facsimile (757) 864-8541; email s.s.ray@larc.nasa.gov” in paragraph (b).]
1852.219-74	Use of Rural Area Small Businesses (Sep 1990)
1852.219-76	NASA 8 Percent Goal (Jul 1997)
1852.223-74	Drug-and Alcohol-Free Workplace (Mar 1996)
1852.228-75	Minimum Insurance Coverage (Oct 1988)

#### 30. CLAUSES IN FULL TEXT

The clauses listed below follow in full text:

52.222-42	Statement of Equivalent Rates for Federal Hires (May 1989)
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-designated Products (Aug 2000)
52.244-6	Subcontracts for Commercial Items and Commercial Components (May 2001)
52.252-2	Clauses Incorporated by Reference (Feb 1998)



31. CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

32. ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (FAR 52.223-9) (AUG 2000)

(a) Definitions. As used in this clause--

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to NASA Langley Research Center, Office of Security and Environmental Management, Mail Stop 418, Hampton VA 23681 with a copy to Maxine Batina, Contracting Officer, Office of Procurement, MS 126, Hampton VA 23681.

33. RESERVED

34. SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (MAY 2001)

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (ii) 52.222-26, Equal Opportunity (Feb 1999) (E.O. 11246).
- (iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) (38 U.S.C. 4212(a)).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (Jun 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

### 35. STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

<u>Employee Class</u>	<u>Monetary Wage</u>
General Clerk III	\$ 9.45
Locksmith	\$15.41

### FRINGE BENEFITS

<u>Annual Leave</u>	- Receives 13 days paid leave for service up to 3 years; 20 days for 3 to 15 years service; and 26 days for 15 years service or over.
<u>Sick Leave</u>	- Receives 13 days paid leave per year.
<u>Holidays</u>	- Receives 10 paid holidays per year.
<u>Health Insurance</u>	- Government pays up to 60% of health insurance.
<u>Group Life Insurance</u>	- Government pays two-thirds of life insurance rate premiums.
<u>Retirement</u>	- The Government provides three retirement plans identified as the Civil Service Retirement System (CSRS), the Federal Employees Retirement System (FERS), and the CSRS Offset. Under the CSRS, the Government contributes 7% of the employees' base pay towards the retirement benefit and 1.45% towards Medicare. Under the FERS, the Government contributes



11.4% of the employees' base pay towards a basic benefit plan, 6.2% to Social Security, 1.45% towards Medicare, and 1% (plus matching contributions of up to 4% of basic pay, depending on employees' contributions) to a thrift savings plan. Under the CSRS Offset, the Government contributes 0.8% of the employees' base pay towards the retirement benefit, 6.2% to Social Security, and 1.45% towards Medicare.

Part-time Federal employees receive pro rata annual leave, sick leave, holiday leave, health insurance, and group life insurance benefits based on the number of hours worked.

### 36. LIST OF ATTACHMENTS

Attachment A	Statement of Work, 16 pages
Attachment B	Contract Security Classification Specification, DD Form 254, 2 pages
Attachment C	List of Installation Accountable Government Property – to be replaced by the Government, 4 pages
Attachment C1	List of Installation Accountable Government Property – to be replaced by the Contractor, 2 pages
Attachment D	Contract Documentation Requirements, 4 pages
Attachment E	Key Personnel, 1 page
Attachment F	Collective Bargaining Agreements, Agreement Between Dyncorp Technical Services, Inc. and District Lodge #74 International Association of Machinists and Aerospace Workers Local 2531 AND Agreement Between Dyncorp Technical Services, Inc and International Union, Security, Police and Fire Professionals of America (SPFPA) and its Amalgamated Local No. 451 (SPFPA)
Attachment G	Schedule of rates for Task Orders

## ATTACHMENT A

### STATEMENT OF WORK

#### 1.0 GENERAL SCOPE

The Contractor shall provide a comprehensive security services program, as described herein, at the Langley Research Center (LaRC). Support includes security force services, operation of the Emergency Dispatch Office (EDO), locksmith services, operation of the Badge and Pass Office (BPO), security education and training, personnel security services, Communication Security (COMSEC), classified information security, classified Information System Security (ISS), Physical Security, Foreign Visit Coordination services, and Public Key Infrastructure (PKI) Registration Authority (RA).

The Contractor shall provide all resources, except as may be expressly stated in this contract as furnished by the Government, necessary and incidental to provide performance based security services in accordance with the requirements specified through Contract Line Item Numbers (CLIN) herein. The Contractor shall hold a Private Security Services business license issued by the Commonwealth of Virginia throughout the period of the contract and shall provide a copy to the Contracting Officer. The Contractor shall maintain insurance coverage adequate to protect against legal liability inherent in a security services contract of this magnitude and shall provide proof of insurance upon the request of the Contracting Officer. The Contractor is assigned full responsibility for quality performance. Performance standards are identified. Successful completion of the performance required, in accordance with the standards provided, constitutes successful contract completion for Government acceptance of security services.

The requested information for NASA publications, regulations, may be obtained from NASA HQ's online website at <http://nodis.hq.nasa.gov>.

#### 2.0 GENERAL REQUIREMENTS

Services and products required under this contract shall be provided on-site at the Langley Research Center and at leased property located adjacent to the Center.

The nature of the security mission requires that the Contractor ensure continuous security services even in the event of work stoppage or labor strike.

The Contractor shall conduct a thorough pre-employment investigation on its employees. All employees shall be U.S. citizens eligible for clearances at least at the SECRET level. A TOP SECRET clearance is required for positions so identified. The Contractor must comply with the provisions of the National Industrial Security Program Operating Manual. The Contractor shall submit a clearance visitation letter to the Government indicating the employee's level of security clearance and the date of the last investigation. Upon receipt of the clearance verification, the employee will be eligible to work on this contract and a duty entry date may be established.

The Contractor shall provide on-site management to manage the services provided by its personnel.

The Contractor shall provide qualified and fully trained personnel to provide the services required. The Contractor shall provide training required for professional employee development or for maintaining existing skills of its personnel.

Contractor personnel shall execute non-disclosure statements affirming that they will not disclose Privacy Act or other sensitive information. All official records maintained by the Contractor shall be filed, retained,



and disposed of in accordance with NPD 1440.6, NASA Records Management, NPG 1441.1, NASA Records Retention Schedules and LAPD 1440.6, Records Management Program.

All Contractor personnel shall identify themselves as such when answering or making telephone calls and sending emails. The Government will provide all contractor personnel with a LaRC Contractor Employee Badge, which shall be prominently displayed at all times while performing duties under the contract.

The Contractor shall establish and maintain a current and effective system of work control and scheduling, customer support, and problem follow-up and resolution. The Contractor shall develop, maintain, and follow internal operating procedures. These procedures shall be submitted to the Contracting Officer for review and approval. The Contractor shall modify its procedures as necessary to comply with changes in NASA policies and procedures.

The Contractor shall develop and provide a drug-screening program for its contract employees, which require initial testing prior to hiring, and testing for cause. Incumbent personnel shall undergo re-testing annually and for cause. The passing of an initial and random drug screening shall be a condition of employment and passing an annual drug test or testing for cause is a condition of retention.

The Contractor will screen company recruits and applicants by conducting personal interviews, conducting background checks covering the last five years, examining individual employment histories, verifying educational credentials, obtaining fingerprints for security clearances, firearms permits, and security licensing, and conducting a driving records check.

#### Standards of Conduct

The Contractor shall be responsible for maintaining satisfactory employee conduct, integrity, appearance and competency. The Contractor shall be responsible for initiating and administering any disciplinary action to its employees, as may be necessary. Upon any conviction of Domestic Violence any employee whose position requires the carrying of a firearm will no longer be authorized to carry the firearm. Each Contractor employee shall to adhere to standards of conduct that reflect credit on themselves, their employer, NASA and the Federal Government.

Failure of any Contractor employee to comply with the provisions and requirements of Langley Policy Directive 1680.1, NPG 2810.1 and references contained therein, governing the conduct of individuals on the Langley Research Center may be grounds for immediate removal from performing work under this contract. The referenced documents may be obtained at: [http://nodis3.gsfc.nasa.gov/library/main\\_lib.html](http://nodis3.gsfc.nasa.gov/library/main_lib.html). Neglect of duties shall not be condoned. This includes, but is not limited to, sleeping, listening to unauthorized electronic devices, watching television, reading books, newspapers and other material not connected with official duties, misuse of Government Property, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during duty hours, and refusing to render assistance or cooperate in upholding the intent of the worksite security or failure to cooperate in quality assurance and/or safety inspections or other investigations conducted by the Government.

The contractor shall ensure that all personnel comply with Contractor Standard Operating Procedures, Operational Procedures, Langley Policy Directives, NASA Policy Directives and NASA Procedures and Guidelines, Special Government Instructions, and the Privacy Act of 1974.

### **3.0 INFORMATION TECHNOLOGY REQUIREMENTS**

The Contractor shall furnish all computer equipment and software (such as desktop computers and office software) for its use on this contract and shall provide system administration and end user support for the systems. Any specialized software, hardware, and equipment provided by the Government will be specified in the SOW or in the list of installation-provided property.



The Contractor shall operate and maintain information systems necessary to support requirements of this SOW. The Contractor shall maintain its software versions and hardware specifications in accordance with NASA Langley standards and schedules as implemented under the ODIN (Outsourcing the Desktop Initiative in NASA) contract (<http://www.odinlarc.com>). Under LaRC's licensing agreements, the Security Services Contractor will be licensed to Eudora email and Netscape browser, and the Contractor is expected to use these license agreements. Use of the LaRC telephone, network, and email systems are for official use only, with limited exceptions as permitted as defined in LAPD 2810.1, Appropriate Use of Langley Research Center Information Technology Resources. There is no expectation of privacy on any of these systems. All contractor systems shall meet the security requirements of NPG 2810.1, Security of Information Technology, and LAPD 2810.2, Minimum Information Technology Security Requirements for LaRCNET.

#### **4.0 Equipment**

The Contractor shall provide and maintain an adequate number of working vehicles required to perform all the requirements of this Statement of Work. Use of Contractor vehicles on the LaRC shall be subject to Commonwealth of Virginia and LaRC Vehicle Regulations. All patrol vehicles shall be four-door, midsize sedans, same make and model as a minimum, and shall be clearly marked on both sides with a distinctive insignia approved by the NASA Langley Chief of Security. All vehicles shall be identically painted white. The Contractor shall install permanent emergency and security electronic light bars, and other emergency lighting equipment, sirens, public address systems, handheld or fixed searchlight, and fire extinguishers. Communication radios will be provided by the Government and installed by the Contractor. The Government will provide fuel for the patrol vehicles; maintenance for the patrol vehicles will be the responsibility of the Contractor.

The Contractor will be provided portable and mobile radios as Installation Accountable Government Property (IAGP). The Government will provide radio-charging units. The Government will provide the maintenance and repair for these units. The Contractor shall be limited to the use of government approved and provided radios only. The Contractor shall use only established and licensed approved radio frequencies. The Contractor shall install closed circuit TV cameras, with video and audio recording capability, equipment in the Contractor provided patrol vehicles.

The Contractor shall use the existing assigned radio frequencies and shall be responsible for providing efficient communications on these communication functions. These frequencies are jointly used by the LaRC civil service work force. The Contractor shall effectively establish and professionally accomplish routine and emergency communications.

The potential exists for the Contractor to use collapsible batons, OC spray, and handcuffs with holders. In addition to the Installation Accountable Government Property provided in Attachment C and C1, the Government will provide collapsible batons, and handcuffs upon authorization by Langley Center management.

#### **5.0 Key Personnel**

The Contractor shall provide key personnel for the following functions: Contract Management, Communication Security (COMSEC), Classified Information System Security, Training, Security Force Lead, and Physical Security.



## 6.0 Uniforms

The company shall provide uniforms at no cost to the officers. Further, the company should provide replacement uniforms at no cost to the officers, as often as is required to ensure the officers look neat and presentable. The uniforms shall be made of quality fabric and construction, and the company should tailor each uniform to ensure proper fit. The company should have a large enough inventory of uniforms to quickly replace any uniform element, and the company shall provide color prints or photograph of the typical uniform styles to the government. Security Force personnel uniforms shall not be easily confused with those of state and local law enforcement officers. Basic uniform element should consist of at least the following minimum items:

1. Uniform shirts (5 each)
2. Uniform shirt tie (1 each)
3. Trousers with stripe (3 each)
4. Garrison belt (1 each)
5. Flash light holder (1 each)
6. Whistle hook chain (1 each)
7. Hat with badge (1 each)
8. Breast badge (1 each)
9. Hat rain cover (1 each)
10. Black combat sweater (1 each)
11. Shoes (1 pair)
12. Parka (1 each)
13. Raincoat, Yellow (1 each)
14. Other items as presented by the contractor and approved by the government

The Security Office Chief, or designee, shall approve basic uniform components, accoutrements, patches, and shields, prior to contract start.

The Contractor shall issue uniforms to the Security Force Lead, Shift Supervisors, Dispatchers, Security Officers, and Locksmith. Uniforms shall be clean, pressed, properly sized and fitted, and present an overall appearance of professionalism that avoids a negative perception by the public. Designated contractor personnel shall perform their duties in contractor provided uniforms as approved by the Government.

## 7.0 Mandatory Directives

The Contractor shall ensure services provided comply or exceed the requirements of applicable federal, NASA, LaRC, and state laws, policies and regulations. Mandatory directives forming the basis for the LaRC security program are listed at Exhibit D.

## 8.0 Contract Line Item Numbers (CLINs)

### CLIN 1: Security Force Services

The Contractor shall provide security force services to effectively minimize personnel injury or loss of life, damage, loss, or destruction of property or information and disruption of operations on LaRC. Security Officers shall be armed, uniformed, and registered, as armed security officers by the Commonwealth of Virginia and the Contractor shall provide the Contracting Officer with proof of such licensing annually. In addition, each officer must be a high school graduate or possess an accredited General Education Development (GED) certificate or higher. Each officer must possess a valid motor vehicle driver's



license. Physical fitness shall be evidenced by a report of medical examination conducted immediately before the individual's assignment to duty and thereafter, on an annual basis. Examinations will be provided under the NASA Langley Occupational Health Program. The Contractor shall submit its annual physical fitness requirements to the Contracting Officer for approval.

The Contractor shall ensure that a qualified Security Shift Supervisor and Emergency Dispatcher are on duty at all times. Security Shift Supervisors shall conduct an informal "guard-mount" at the start of each shift for all security officers during which relief personnel shall assemble for inspection, arming, announcements, and a general transfer of information from one shift's personnel to the next. Deficiencies noted during the daily inspection of the officer's appearance will be documented on a uniform violation report.

Each Security Officer assigned to fixed posts or roving patrols shall comply with the following: maintain capability of communications with the Emergency Dispatch Office, recognize and check for various identification, and complete all required reports, forms, and other documentation in accordance with established orders and procedures for submission to supervisory personnel at the end of each shift. Services to be provided include, but are not limited to:

1. Enforce LaRC Traffic Management Program, to include the use of speed radar, monitoring parking areas to ensure vehicles are properly parked and emergency lanes are unobstructed; other traffic control as required, traffic control for fire and other emergency conditions; and pursue, engage and issue citations to violators, investigate traffic accidents and maintain records. Complete detailed accident reports. Radar checkpoints shall be set up on at least a biweekly basis for a minimum duration of one hour. Citations shall be processed within 2 workdays of receipt.
2. At the direction of the Government, conduct periodic, random vehicle inspections of Government, contractor, and privately owned vehicles, entering, leaving, or traversing the Center.
3. Provide a minimum patrol staff as follows for Force Protection Condition Normal:
  - a. Monday – Friday 0600-2400 hrs: 1 Security Patrol Supervisor, 2 mobile patrols
  - b. Monday – Friday 2400-0600 hrs: 1 Security Patrol Supervisor, 1 Mobile Patrol
  - c. Saturday, Sunday, Federal Holidays 24 hours: 1 Security Patrol Supervisor, 1 Mobile Patrol
4. Inspect road conditions, traffic signs, zoned areas, parking areas, street, parking lot and building lighting, traffic conditions, or other conditions that could damage or hamper the mission of the LaRC and submit condition reports for corrective action to the LaRC Security Office (SO).
5. Conduct random inspections and observations daily in and about Center buildings and facilities using vehicle and foot patrols. Base patrol priorities on risk, threat, vulnerability and experience requirements. Priority shall be placed on designated NASA Resource Protection (NRP) and Mission Essential Infrastructure (MEI) facilities and other approved active secure areas. Inspections of NRP/MEI shall be once per patrol shift. Random inspections of non-critical facilities are also required. The Government will publish and maintain a critical facility list. Upon award of this contract, the Government will provide a critical facility listing consisting of approximately 35 facilities. Key facilities are provided at Exhibit E.
6. Conduct perimeter checks once per patrol shift.
7. Conduct perimeter fence inspections at least once per week. Record time, date and results of inspections. Plan and conduct a minimum of one full-scale security response exercise each year. The exercise shall build on lessons learned during quarterly tabletop exercises and coordinate efforts of all emergency response agencies including fire, medical, security, and public affairs.
8. Conduct welfare checks of employees and other personnel authorized to work after normal duty hours.
9. Provide patrol coverage for the inspection and reporting of unsecured and hazardous conditions of gates, buildings, offices, and unsafe grounds.
10. During random building inspections, check all security containers, secured areas and doors to ensure they are locked in accordance with current procedures for protecting classified and sensitive unclassified information and material. Inspect premises for improperly secured classified and controlled information or material.
11. Conduct security checks of closed, limited, or restricted areas on a non-predictable basis.



12. Respond to requests for assistance (e.g. lockouts, traffic control). Respond to lock/unlock requests within 15 minutes. (Emergency situations or operational requirements may delay the services).
13. Respond to intrusion detection alarms, duress alarms, fire alarms, motor vehicle or industrial accidents, bomb threat emergencies, trespassing or other security incidents.
14. Respond to reports of violations of NASA or LaRC security policies or procedures, and other incidents. Immediately apprise the SO of any time sensitive or emergency response situations that require SO attention or oversight. Security Officers shall conduct detailed preliminary investigations on the reported day and submit a detailed and accurate preliminary Incident Report by the start of the next workday. Provide a written report of all security and security related incidents within 24 hours of occurrence, making immediate notifications as appropriate. Review for accuracy, completeness, and grammar before submittal to the Government.
15. Provide motorist assistance services to LaRC employees within the LaRC boundaries, i.e., jump-starts, unlock vehicles.
16. Conduct routine investigations of actual or suspected violations of NASA or LaRC security policies or procedures in areas under the responsibility of the LaRC Security Office. . Conduct investigations to include gathering information, interviewing suspects and witnesses, taking statements, safeguarding evidence and preparing reports of investigation (ROI). Collect, evaluate, and analyze investigative information gathered. Protect, store, safeguard, and maintain chain of custody over items of evidence. Testify in courts or other appropriate forums regarding investigations.
17. The response time to incidents of intrusion alarms in NRP/MEI designated facilities is within 3 minutes. Respond to the scene of alarm conditions, hazardous conditions, or emergency conditions within 5 minutes on the West side of Langley Research Center. Respond to incidents at NASA facilities on Langley Air Force Base (East Side facilities) within 10 minutes for emergencies and 15 minutes for routine non-emergencies.
18. Control access to incident scenes involving safety, fire, workplace violence, natural disaster or other emergencies as directed by the SO. Assume on site incident command unless relieved by the Chief of Security or designee for those incidents under the control of the Chief, LaRC Security as defined in the LaRC Emergency Plan. The Contractor shall serve as the SO representative, providing necessary interface with the LAFB, the City of Hampton, NASA Fire Chief, the FBI, or other mutual aid forces to handle the emergency in an efficient manner. The contractor has the authority and responsibility to identify and request the use of any service, equipment, or assistance at LaRC that might be required to reduce the impact of an emergency. The Contractor shall recommend to the LaRC Security Chief when the area may be declared cleared. The Contractor shall coordinate and recommend security-related revisions to the LaRC Emergency Plan.
19. The Contractor shall plan and conduct emergency response drills and tabletop exercises involving the various scenarios falling under the purview of SO, such as bomb threats, terrorist incidents, demonstrations, and workplace violence. These exercises will be conducted as often as required to maintain required SO and LaRC incident readiness, but not less than once per quarter. In emergency incidents under the purview of another agency, where SO is a supporting agency, the contract security force shall respond to the requirements of the on-scene commander of the controlling authority (e.g., the LaRC Fire Chief) in accordance with guidance found in the LaRC Emergency Plan.
- 20. DELETED**
21. Provide raising and lowering of flags, for three flag poles located at Building 1219, in accordance with established flag protocol. Provide inspection and coordinate repairs and replacement of flags with the SO. The Contractor shall ensure that the flags are appropriately lighted during the hours of darkness.
22. Issue visitor badges after normal duty hours of operation for the Badge and Pass Office (BPO) on an as needed basis.
23. Escort law enforcement personnel serving warrants, and other legal documents, to LaRC Office of Chief Counsel (OCC) when required.
24. Check aircraft parked at LaRC aviation facilities every four hours during non-duty hours.
25. Provide protective services to personnel visiting LaRC when directed by the LaRC Chief of Security.



26. Provide escort to perimeter gates for personnel who have been directed to leave the Center, e.g. terminated employees.
27. Maintain the Center's Lost and Found Storage for items with an unidentifiable owner brought to the Security Force if the owner cannot be identified.
28. Coordinate with local animal control authorities for unleashed animals that become injured, entrapped, or become a nuisance or hazard to Center employees or operations.
29. Place and remove barriers for traffic control for special non-emergency and emergency conditions.
30. Escort ambulance and fire runs on Center.
31. Conduct an annual perimeter fence survey of the entire fence line. Ensure the fence, gates, fabric, barbed wire, and support poles are in good working order and not in need of repair. All findings shall be documented in the survey report.
32. Provide officers who present a professional appearance and conduct themselves in a professional manner, using tact, courtesy and diplomacy at all times.
33. Develop a Security Plan and Traffic Control Plan for each Special Event held at the LaRC.
34. Develop and maintain current emergency response procedures and plans for counter-terrorist operations, weapons of mass destruction, intrusion alarm response, natural disasters, work stoppages or walkouts, riots and civil disturbances, and other situations that require significant involvement of security and law enforcement forces. Prior to implementation, the LaRC Chief of Security shall approve response procedures.
35. As directed by the LaRC Chief of Security, establish and implement random security measures during periods of increased threat. Random security measures may include but are not limited to vehicle inspections, inspections of deliveries, conducting ID checks, increasing patrol surveillance, securing unoccupied buildings, establishing checkpoints, blocking access to sensitive areas and facilities, erecting barricades, and inspecting parcels and packages.

**Records:** Maintain the following records in accordance with the Privacy Act of 1974, and other applicable NASA and Federal regulations.

1. Investigation Records to include Incident reports and Investigative reports.
2. Traffic Accident Reports/Records.
3. Traffic Violation Notice Records to include traffic violation notices issued, traffic violation notice point assessment pending, traffic violation notice point assessments issued and suspension list.

**Performance Standards:** Perform Security Force Services in accordance with NASA policy, referenced documents, and technical direction and requirements defined above and standards identified below:

1. Compliance with the requirements of the SOW, NASA policy, or technical direction.
2. Zero incidents of intentional misconduct, abusing or operating outside of authority.
3. Zero incidents of unprofessional customer interface resulting in a substantiated/validated complaint.
4. Zero incidents of falsification of reports or other records.
5. Zero incidents of failure to provide COTR with immediate notification of serious/significant incident taking place on the LaRC.
6. Zero incidents of accident resulting from negligence or carelessness and no accidental firearm discharge.
7. Response to incidents/alarms within the required response times.
8. Zero incidents of failure to respond or inexcusable late response to a call for service assistance.
9. Zero incidents of unauthorized release or disclosure of records data.
10. Facility access limited to authorized individuals; zero incidents of access being granted to unauthorized individuals.
11. Facility security checks completed as required.
12. Services provided when requested and appropriate information is received.
13. Coordination with appropriate authorities/agencies as required.



### **Security Officer Training Program**

Security Officers shall meet minimum training standards established by the Commonwealth of Virginia for armed private security guards. The Contractor shall develop and provide security officer training. In addition to the State requirements, security officers shall attend and pass a 40-hour course of classroom training on subjects unique to the LaRC and 40 hours of on-the-job training to be performed with an experienced Security Officer. On-the-job training may be excluded for Security Officers with one-year experience. Security Officer candidates shall be required to successfully complete a written examination.

The Contractor shall provide sixteen (16) hours of annual in-service classroom training for all security officers. Prior to contract personnel being assigned fully independent duties, the contractor must certify all training requirements have been satisfactorily met. Copies of all certifications shall be maintained in the contractor personnel records for review by the LaRC Chief of Security.

Training shall include as a minimum:

1. General security orientation including the principles of security, purposes of security classifications, and LaRC and NASA security regulations.
2. General site orientation including LaRC organizations and functions, building systems (access control and intrusion detection), and LaRC Chief of Security designated critical facilities.
3. Standards of conduct, professional ethics, dress, and public relations.
4. Discipline, obedience to orders, and officer etiquette.
5. Report writing, administrative practices, and related document preparation and submissions.
6. Use of Government communications equipment.
7. Basic first aid training and certification.
8. CPR Training and Certification.
9. Blood borne pathogens.
10. Badge system, access authorizations, and techniques to be used in denying access levels to unauthorized personnel.
11. Response to bomb threats, controlling civil disturbances, crowd control, and workplace violence.
12. Building evacuations.
13. Safeguarding classified information.
14. Communications.
15. Patrol procedures.
16. Vehicle inspections.
17. Emergency responses to fire, security, ambulance situations, hazardous materials or spills.
18. Firearms qualifications in accordance with NASA policy.
19. Intermediate force weapons training.
20. Jurisdiction and authority, rules of evidence, search and seizure policy and procedures, and detention/arrest authority.
21. Use of force continuum/Officer Survival.
22. Vehicle stops.
23. NASA Force Protection Conditions.
24. Loss prevention investigations.
25. Criminal Law Review.
26. Civil Law and Liability Review.
27. U.S. Constitution.

**Supervisor Training:** The Contractor shall provide ongoing training to its supervisors that enhances their supervisory skills and includes courses similar to: Fundamentals of Leadership, Creating a Positive Work Environment, Counseling the Employee, Performance Appraisals, and Liability and the Leader.

The Contractor shall establish supervisory procedures that ensure:

Accident and incident reports are reviewed for accuracy, completeness, proper grammar and timely submission.



Officer uniforms and equipment are inspected, and deficiencies corrected, prior to posting on duty.

Officers are counseled in writing for performance deficiencies, absenteeism, legitimate customer complaints, or any failure to comply with special orders or standard operating procedures.

Unannounced inspections of evening and night shift personnel are conducted at least once each week by a designated contractor management official, the results of which shall be documented in writing and provided to the Security Office at the start of the next duty day.

Fire, safety, and security hazards are properly documented and reported to the Security Office.

**Firearms Training:** The Contractor shall nominate a firearms instructor for approval by the LaRC Chief of Security. The nominee shall be knowledgeable of the rules of firearm safety and the content of NPG 1620.1, Security Procedures and Guidelines. The Contractor shall submit its firearm course and qualifying score to the Head of the Security Office for approval. Training and certification shall be compliant with NASA Procedures and Guidance 1620.1A. The Contractor shall certify to the Government Security Officer, in writing, every failure to qualify within one workday of that failure.

Personnel authorized to carry firearms must certify in writing that they have not been convicted of a misdemeanor crime of domestic violence as described in 18 USC 922(d)(9). Such certification must be executed prior to the receipt of a NASA Form 699B, Certificate to Carry Firearms. A copy of this statement must be kept in the employees training record.

Patrol Supervisors shall be qualified on the 12-gauge slide action shotgun. This weapon is authorized for animal control (rabid animals) or duties at higher threat conditions as directed by the Government.

The use of personal weapons or ammunition by the security force is strictly prohibited.

**Intermediate Use of Force:** The Security Officers shall be certified in the use and application of Oleoresin Capsicum (OC) aerosol sprays. Training and certification shall be by a recognized Federal, State, Military law enforcement-training academy or an OC manufacture certified instructor. Personnel must be qualified within 60 days of contract award. The Contractor shall notify the LaRC Chief of Security, in writing, of every failure to qualify within one workday of that failure.

The Security Officers shall be certified in the use of collapsible batons. Training and certification shall be by a recognized Federal, State, Military law enforcement training academy or baton certified instructor. The Contractor shall notify the LaRC Chief of Security, in writing, of every failure to qualify within one workday of that failure. The Security Officers shall be trained in the use of handcuffs.

**Training Records:** The Contractor shall make available to the Government the following training record information on each Security Force member: complete history of all job related training and certifications, written test results, Annual physical fitness qualifications/test results, and written test results for each Weapons Qualification and Re-qualification completed.

**Firearms:** The Government shall provide a sufficient number of firearms to arm all on-duty personnel and a sufficient number of firearms shall be available to arm additional personnel, if required. Each Security Officer shall be assigned a dedicated firearm and must qualify and be certified on their assigned firearm. The firearms shall be inspected annually by a Contractor supplied qualified gunsmith and repaired as required. The Contractor shall document its annual inspection. The Contractor shall conduct a quarterly inventory to document accountability of all firearms and provide a written report to the LaRC Chief of Security on the results of the inventory. The Contractor shall provide ammunition for on-duty firearms and for qualification purposes. Firearms are to be kept clean and in serviceable condition at all



times. Firearms shall be secured at all times. Firearms and ammunition shall not be removed from the Center by off duty officers.

## **CLIN 2: Emergency Dispatch Office (EDO)**

The EDO is the central control, communication, and dispatch center for all life threatening emergencies (e.g. fire, rescue, security), alarms, and non-emergency activities. The EDO dispatchers' areas of responsibility include the following dispatch functions and procedures: medical, fire, security, and local hazard alarm responses, telephone and 911 call responses and dispatches, and effective communications on the radio and paging systems. The Contractor shall provide trained and certified personnel to operate the EDO. Personnel shall be registered Central Station Dispatchers by the Commonwealth of Virginia Department of Criminal Justice Services. Forty (40) hours of Emergency dispatch training is the minimum required for Contractor personnel prior to assuming the position of Emergency Dispatcher. The Contractor shall provide sixteen (16) hours of refresher training annually. Personnel must possess a SECRET clearance. The Contractor shall staff and operate the EDO twenty-four (24) hours a day, seven (7) days a week with sufficient resources to respond to any emergency situation. The EDO contains emergency and administrative phones, access control systems, fire and security alarm systems, Closed Circuit Television (CCTV) systems, 2 way radio base stations with multi-net capabilities, and CCTV recording and voice recording systems. The Contractor shall maintain and update, as required, written desk procedures for the proper operation of all equipment. Procedures shall be written and maintained that direct the appropriate responses to emergency and routine incidents. The Contractor shall provide surveillance of the government furnished equipment and systems in the EDO for the purpose of dispatching emergency response personnel to Center emergencies. Dispatchers shall operate communications networks and other automated reporting systems for required services while maintaining continuous and direct communications with Hampton Fire Department, Langley Air Force Base Security Operations, and federal, state, and local emergency and law enforcement to ensure prompt and efficient response to incidents and emergency situations when jurisdictions external to the LaRC are involved. The Contractor shall:

1. Receive, process, and properly respond to operational or emergency situations and to all intrusion or fire alarms.
2. Initiate and direct real time responses to routine operational or emergency situations.
3. Monitor security and fire alarm panels; dispatch fire, security (roving patrols), medical personnel and other emergency response personnel as required in the performance of routine duties and emergencies.
4. Operate the telephone communications system installed in the EDO and maintain a log of all incoming/outgoing telephone and radio call list.
5. Monitor all security/fire/safety radio transmissions to ensure proper radio procedures.
6. Monitor the weather, notifying the NASA Emergency Preparedness Officer and the NASA Fire Chief upon receipt of severe weather warnings.
7. Provide Security Forces, specifically the On-Scene Commanders, with updated information vital to decision making.
8. Dispatch appropriate personnel in response to alarms. Document activities and ensure alarm systems are reset after each alarm has been resolved and cleared.
9. Monitor all alarm notification annunciation systems and respond by dispatching appropriate response personnel within 35 seconds of receiving the alarm notification.
10. Notify key NASA Emergency Response personnel of significant emergency incidents utilizing the existing personnel pager system and telephonically as required.
11. Notify handicapped personnel of emergency situations via a Government provided paging system, via telephone or by dispatching Security Officers, as required.
12. Initiate emergency recall procedures as directed by the LaRC Emergency Preparedness Officer, his/her designee, SO, or NASA Fire Chief.
13. Maintain a log and/or incident reports (e.g., Dispatch Logs/Blotters) of EDO activities in a database. Record all responses to accidents, incidents, emergency situations, alarm activations and responses, and system outages that impact the systems monitored in the EDO. Prepare a synopsis of significant



events for delivery to the SO at the start of each duty day. Dispatch Logs/Blotters will document security officer patrol check-in times for facility checks and incidents.

14. Coordinate and request repair services for failed EDO monitoring and operations equipment.
15. Maintain intrusion detection systems (IDS) database.
16. Receive, receipt for, and store classified material as required during non-standard duty hours and contact intended recipient as soon as practical.
17. Operate and monitor CCTV systems located in the EDO.
18. Review all emergency responses. Report and develop timelines of the emergency events, critique emergency responses, and identify performance improvement areas for the dispatchers and first responders.
19. During an emergency the EDO personnel may be required to take direction from the Emergency Preparedness Officer, NASA Security Office or the NASA Fire Chief.

**Records:** Maintain Emergency Dispatch Logs in accordance with the Privacy Act of 1974, and other applicable NASA/Federal regulations.

**Performance Standard:** Dispatch of appropriate response force within 35 seconds after EDO notification. Phones shall be answered within 15 seconds of initial ring under non-emergency conditions. Ensure complete audit trail of all security and emergency response actions. Logs, reports and forms shall be concise, accurate, legible and submitted in a timely manner.

1. Coordination with appropriate local, state and Federal authorities/agencies to ensure appropriate requests for support are initiated.
2. Monitoring of alarms systems and other security devices to ensure appropriate dispatch of assets.
3. Dispatch appropriate response to all reported incidents within the prescribed response time limits listed above.

### **CLIN 3: Badge and Pass Office**

The Contractor shall provide a professional and courteous staff to maintain continuous operation of the Center's Badge and Pass Office (BPO) for employee and visitor access from 6:30 a.m. to 3:30 p.m. Monday through Friday, excluding holidays. The facility shall be staffed until 4:00 p.m. for emergency badging and daily closeout activities. The Contractor shall utilize a uniform badging system to ensure physical access to the LaRC is granted only to authorized personnel. The Contractor shall implement Agency and Center policy for the issuance, control, and accountability of NASA and LaRC Badges, vehicle decals, electronic access key cards, and metal keys. Text of Agency and Center policy is available through NASA HQ at website <http://nodis.hq.nasa.gov/>. Agency directive is contained in NPD 1620.2, NASA Badging System, and additional NASA agency wide information can be found in NPG 1620.1A, Security Procedures and Guidelines. LaRC policy and procedures may be found in LAPD 1680.1, Access to Langley Research Center. The Contractor shall enter data into the Government provided Badging System for the management of security clearance and access data, visitor registration information, employee badges, decal data, and key card data. In addition, the government will provide an on-line visitor badge request system that is web-based for use by on-site permanent employees. The Contractor is assigned full responsibility for the efficient processing of visitors and employees in accordance with Agency and Center policy. The Contractor shall provide all consumables for the badges and vehicle decals to include badge materials, vehicle decals and badges. The Contractor is responsible for the integrity of the data entered into the Badging System by BPO's personnel. Annual validations of permanently badged contractor employees are required to ensure the accuracy of the data. The Contractor shall be responsible for a Center wide re-badging of civil service personnel during the term of this contract, at the direction of the LaRC Chief of Security. The Contractor shall provide the following functions and services:



1. Issue the NASA Identification Badge (NIB) to NASA Civil Service, NASA Retirees, NASA non-appropriated fund employees, NASA Consultants, and other federal/military personnel detailed to NASA.
2. Issue LaRC Contractor ID badges to permanently assigned contractor personnel.
3. Issue LaRC Visitor Badges to official and non-official visitors, foreign and domestic.
4. Delay issuance of permanent badges until the BPO has confirmation of a favorably adjudicated background investigation and verification of attendance by the individual at the mandatory EOD Briefing.
5. Input/maintain contractor and visitor security clearance information in the badge system database.
6. Fingerprint designated personnel for security checks/investigations.
7. Process LaRC civil service employee security clearance certifications for visits to other locations.
8. Process visit requests to LaRC.
9. Issue electronic access key cards.
10. Issue keys.
11. Out-process all LaRC employees.
12. Issue vehicle decals. Update badging system when decals are issued or terminated.
13. Process all other requirements as expeditiously as possible. The Contractor shall process all customers within 10 minutes from the time of initial contact with the Badge and Pass Office personnel.
14. Secure badges and records at the close of each business day.

**Badge and Pass Records:** Operate and maintain the following records in accordance with provisions of the Privacy Act of 1974, and NASA Procedures and Guidelines 1441.1C, NASA Records Retention Schedule:

1. Badging and Visitor Records
2. Clearance Certifications
3. Decal Records

**Performance Standards:**

1. Compliance with the requirements of the SOW, NASA/LaRC policy and procedures, or technical direction.
2. Zero incidents of unprofessional customer interface resulting in a substantiated/validated complaint.
3. Zero incidents of unauthorized release or disclosure of records data.
4. Zero incidents of validated/substantiated complaint about the quality of service.
5. Rejection rate for fingerprints less than 10 percent of the total submitted for the year.
6. Currency in annual validations.
7. Accurate and current data entered in the LaRC Badging System.
8. Appropriate levels and continuous staffing maintained during hours of operation.

**CLIN 4: Locksmith Services**

The Contractor shall provide all the necessary resources to provide locksmith services and maintain the LaRC key control program. The Contractor shall furnish, install, maintain, repair and rekey all key/mechanical/electrical locks or cylinder cores. Evaluate/repair door locks, fabricate keys, and maintain electronic and manual cipher locks. Install, maintain, repair, and change combinations for mechanical and electronic combination locking mechanisms. The Contractor shall provide qualified and skilled personnel with TOP SECRET security clearances for this service. Personnel performing this function must have successfully completed an accredited master key system/locksmith course. The Contractor is responsible for the replacement of government furnished equipment upon the expiration of its useful life with equipment of equal or greater capability. In performing this service, the Contractor shall:

1. Provide full service locksmith service during the core hours of 9:00 a.m. - 3:00 p.m., Monday through Friday, excluding holidays.
2. Manage the Center lock system using Center unique Best locking system cores and associated hardware.
3. Provide core installation, inspections, repair, re-keying, and related services to all LaRC locking mechanisms, safes, and vaults, except card key systems, electric strikes, and door closers.
4. Maintain the existing key/lock automated record system database containing combination lock issuance and return, combination change data and requirements, security container accountability, key issuance and accountability. The Contractor shall be solely responsible for the accuracy and currency of data entered to the key/lock record system.
5. Routine customer response time shall be within 16 duty hours from the initial time of the request for service. Emergency situations may require response during non-duty hours.
6. Within 2 days after receipt of key request from SO, key(s) will be prepared and delivered to the BPO for customer pickup.
7. Receive incoming calls requesting safe/combo changes; verify that requester is the approved custodian; verify the security clearance level of the requestor.
8. Complete an annual validation of issued keys.
9. The Contractor shall ensure that all LaRC collateral classified documents and materials are stored in GSA approved security containers or facilities approved by the LaRC Chief of Security.
10. The Contractor shall ensure the use of Standard Form 702 and Standard Form 700.
11. The LaRC Locksmith service provider will strictly manage the use of a master key system. A key and lock inventory will be maintained which includes a complete and accurate list of the following:
  - a. Keys
  - b. Cores
  - c. Key Serial Numbers
  - d. Core Serial Numbers
  - e. Location of Cores
  - f. Location of Ciphers
  - g. Assigned users
12. Personnel authorized by the Contractor shall change and record locking device combination changes under the following conditions:
  - a. Initial use of an approved container or combination lock used for the protection of classified material.
  - b. Termination or transfer of employment of any person having knowledge of the combination, or when the clearance granted to any such person has been withdrawn, suspended, or revoked.
  - c. Compromise or suspected compromise of a container or its combination, or discovery of a container left unlocked and unattended.
  - d. At least every 12 months

**Records:** Maintain the following records: the Locksmith Work Log and Individual Key Receipts, combination changes, individuals assigned custody of classified material storage devices, and associated documentation sufficient to ensure compliance with applicable Federal/NASA/LaRC regulations, policies and procedures.

**Performance Standards:** Routine service requests satisfied in 16 duty hours, emergency requests for services shall be completed as soon as practical, keys prepared within 2 days. Maintain accurate and complete locksmith records. Currency in required combination changes.

CLIN 5:       RESERVED

CLIN 6:       RESERVED



## CLIN 7: Personnel Security

The Contractor shall:

1. Assemble/mail investigation forms/packages to LaRC employees.
2. Review all forms or paperwork received for accuracy and completeness for the following investigation requests: Civil Servant Employment Suitability, Civil Servant access to Classified National Security Information (CNSI), Contractor unescorted access, and IT access privileges.
3. Mail completed paperwork to Office of Personnel Management (OPM) and other Federal agencies to conduct background investigation inquiries and file reviews.
4. Ensure required forms and instructions for proper execution are made available to customers for timely and complete submittals.
5. Provide initial case processing through review of completed forms. Reject those improper in content or execution.
6. Provide intermediate case processing by receiving and reviewing results of investigations.
7. **DELETED**
8. **DELETED**
9. Conclude case processing. Submit complete personnel case files including completed investigations within 10 working days of receipt of the personnel security investigation to the LaRC adjudication official for resolution.
10. Notify personnel when due for required periodic reinvestigation.
11. Compile and distribute current LaRC security clearance rosters to other NASA Centers and other designated LaRC offices. Receive and maintain the clearance rosters received from other NASA centers or other Government agencies.
12. Control and maintain personnel security case file records and investigation reports in accordance with the Privacy Act of 1974 (5 U.S.C. 552a), NASA Security Handbook, NPG 1620.1 and NPG 1441.1B, NASA Records Retention Guidelines. The Contractor is assigned the full responsibility to verify correctness of all information during the investigative process, ensure that only appropriate information is retained in the Personnel Security File (PSF), correct any discrepancies, ensure that all information is accurate and up-to-date, and ensure that the PSF contains all required information.
13. The Contractor shall maintain a personnel security investigation tracking and suspense system to facilitate process and budget audit requirements.
14. The Contractor shall be solely responsible for ensuring that data relating to personnel security entered the Badge and Pass Office Badging system is current and accurate.

**Performance Standards:** Five (5) working days for review and processing all security and suitability investigation requests for civil service personnel. Five (5) working days for mailing investigations to the investigative agency upon completion of review. Ten (10) working days for submission of completed personnel security investigation case files and/or reports to the appropriate adjudication official. Number of rejects from OPM due to missing or incomplete forms is less than 10 percent of that submitted for the year. The Contractor shall process investigations for contractor employees within 5 workdays of receipt of investigation request. All required filing is complete at the end of each workday.

1. Compliance with requirements of this contract, NASA policy, LaRC procedures/guidance, and COTR direction.
2. Zero incidents of abuse of authority.
3. Zero incidents of unauthorized disclosure or release of personnel security records data.
4. Zero incidents of a substantiated/validated complaint of unprofessional customer interface.
5. Records systems maintained in accordance with applicable regulations and laws.



## **CLIN 8: Public Key Infrastructure**

The Contractor shall operate the LaRC Registration Authority (RA) for the Public Key Infrastructure (PKI) in accordance with the stipulations in the following documentation:

1. X.509 Certificate Policy for NASA PKI.
2. NASA Certificate Authority Certification Practice Statement.
3. NASA Registration Authority (RA) Operations Manual.

When directed by the LaRC PKI Officer, the Contractor shall enable new users, suspend, revoke user certificates and recover profiles for existing users or support investigations as designated by the LaRC IT Security Manager (ITSM). The contractor shall ensure that at least two Entrust-certified RA personnel are available for emergency recovery during normal business hours. The Contractor shall provide qualified and skilled personnel with SECRET security clearances for this service.

The Contractor shall ensure no discontinuity of RA services over the contract transition period. The office of the LaRC Information Technology Security Manager will provide all hardware and software maintenance and system administration for the RA.

### **Performance Standards:**

1. Initiate contact with first time PKI user requests within 2 working days.
2. Contact current PKI users requesting RA assistance within 1 working day after notification of request for assistance.
3. Assist enabling of users within 2 working days after approval by the LaRC PKI Officer.
4. Immediately disable, revoke or suspend access to the PKI system upon direction by LaRC PKI Officer.

## **CLIN 9: International Visits**

1. The Contractor shall ensure non-U.S. citizen visit approval requests comply with LMS-CP 4850, Foreign National(s)/Representatives(s) Visitor Approval, NPG 1371.2. Procedures and Guidelines for Processing Requests for Access to NASA by Foreign Nationals or Representatives, and NPD 1371.5, Coordination and Authorization of Access by Foreign Nationals and Foreign Representatives to NASA.
2. The Contractor shall review the required forms and supplemental documents for completeness.
3. The Contractor shall provide initial case processing and reject those improper in content.
4. The Contractor shall be responsible for ensuring timely and accurate input of information into the NASA Foreign National management System.
5. Notify the LaRC sponsor or visit requester of approval or disapproval within 72 hours of visit start date.
6. The Contractor shall submit complete files to the LaRC International Visits Coordinator or to the International Visits Coordinator, Office of External Relations, NASA Headquarters, for final review and approval.
7. The Contractor shall ensure the receipt of the escort agreement executed by the visit sponsor prior to badging of the foreign visitor or representative.
8. The Contractor shall continuously review the status of all active foreign nationals for visa currency and to ensure the visa is consistent with the requested visit and the visit's purpose.
9. The Contractor shall enter an inactive status in the Badging System and the NASA Foreign National Management System upon final departure of the Foreign National or Foreign Representative.

### **Performance Standards:**

1. Process all complete requests for foreign visits within 48 hours of receipt.
2. Notify LaRC sponsor of approval/disapproval within 24 hours from the time the decision is made.
3. Ensure all required documentation is on file with each request for visit file.
4. Compliance with the time processing requirements stated above.



CLIN 10:	RESERVED
CLIN 11:	RESERVED
CLIN 12:	RESERVED
CLIN 13:	RESERVED
CLIN 14:	RESERVED
CLIN 15	Special Ordering of Security Services and Equipment

In response to task orders, the Contractor shall provide the following:

**Security Officer Services:** The services of uniformed officers may be ordered to support classified meetings, sensitive meetings, Center sponsored events, situations of heightened threat conditions, or a broad range of other Center activities. For emergency response requirements, the Contractor shall provide personnel within 3 hours of notification. The Contractor shall accept verbal orders for emergency services from the Installation Chief of Security. Written orders will be provided within 3 working days.

**Security Equipment/Services:** The purchase of security equipment and services may be ordered in support of identified enhancement to the Center security posture. Such equipment and services may include: incident response related items; security systems (including but not limited to access control, intrusion detection, and monitoring equipment); security engineering services; physical security enhancements (e.g. barrier systems); special interest presentations and briefings; analysis and information collection services; documentation development services (SOPs, Handbooks). Any additional equipment required to support security officer services exercised by task order under this CLIN.

**Canine Explosive Detection Services:** Canine explosive detection services on site at LaRC as required. Canine detection services includes a dog and a handler. The team will be employed at LaRC gates, inspection locations, and other on Center locations specified by the SO. The canine will not be boarded at NASA LaRC. The Contractor will insure that the canine is properly certified in accordance with Virginia state and local requirements and meets all required health and vaccination requirements. Canine must be suitable for performing explosive detection services in and around a populated area.

**Security Education and Training:** Security Education and Training services to develop and facilitate the implementation of a Security Education and Training Program for all Government and Contractor personnel at LaRC. The Contractor shall ensure compliance with applicable Executive Orders, Information Security Oversight Office (ISSO) Directives and Agency and Center policies and procedures.

**Classified Information System Security (ISS):** Services to support the certification, accreditation, recertification, update and annual audits of all computer systems processing Classified National Security Information at LaRC in accordance with the National Security Telecommunications and Information Systems Security Committee (NSTISSC) Number 1000, "National Information Assurance Certification and Accreditation Process (NIACAP)", the National Industrial Security Program Operating Manual (NISPOM), and the NASA Procedures and Guidelines (NPG) 2810.1, "Security of Information Technology".

**Physical Security:**

**Security Areas:** Services to conduct and document in writing annual and periodic physical security audits of LaRC's designated Security Areas in accordance with requirements and references found in NPG 1620.1, DCID 1/21, DCID 6/3, and the NISPOM.

**Vulnerability Assessments:** Services to conduct a security survey that evaluates overall security: perimeter, entry and interior. This will include access control, intrusion detection systems, security patrol operations, gate operations, material control, protective lighting, communications, parking, closed circuit television monitoring, physical barriers, employee/visitor identification, utilities, shipping/receiving, security force equipment, and occupant emergency plans.

**Aircraft Security:** Services to conduct and document in writing a security survey of the LaRC resident aircraft, hangar and associated airfield facilities. The survey shall be thorough and complete and address the criticality and vulnerability of LaRC flight assets. The survey shall make recommendations for a level of protection that is reasonable, affordable, practical, and responsible.

**Design Reviews:** Services to review proposed building modifications, new construction projects, and facility renovations to ensure appropriate and adequate physical security requirements are addressed

**Program Security:**

**NASA Resource Protection (NRP) Program:** Services to conduct assessments of the LaRC designated NRP facilities in accordance with Agency policy and requirements specified in NPG 1620.1.

**Mission Essential Infrastructure (MEI):** Services to support LaRC's implementation of Presidential Decision Directive (PDD) 63. The Contractor's written findings address the results of the risk analysis in accordance with Agency policy for minimum standards for physical protective and security procedural measures.

**Communication Security (COMSEC):** Services to ensure that all National Security Agency (NSA) COMSEC material issued to, generated or held by, the account is safeguarded in accordance with Agency requirements and guidelines provided by NSA and Headquarters NASA.

The maximum order amount for IDIQ for the life of the contract is \$10 Million (\$2 Million per year).



ATTACHMENT B				1. CLEARANCE AND SAFEGUARDING	
<b>DEPARTMENT OF DEFENSE</b> <b>CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b> <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				A. Facility Clearance Required <b>TOP SECRET</b>	
				B. Level Of Safeguarding Required <b>NONE</b>	
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>			3. THIS SPECIFICATION IS: <i>(X and complete as applicable)</i>		
A. PRIME CONTRACT NUMBER		<b>X</b>		A. ORIGINAL <i>(Complete Date In All Cases)</i>	
				Date (YYMMDD) <b>011022</b>	
B. SUBCONTRACT NUMBER				B. REVISED <i>(Supersedes all previous specs)</i>	Revision No.
				Date (YYMMDD)	
C. SOLICITATION OR OTHER NUMBER		Due Date (YYMMDD)		C. FINAL <i>(Complete Item 5 In All Cases)</i>	
<b>1-059-SMB.1076A</b>				Date (YYMMDD)	
4. IS THIS A FOLLOW-ON CONTRACT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the following: NAS1-02080					
Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.					
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following:					
In response to the contractor's request dated _____ retention of the classified material is authorized for the period _____					
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>					
A. Name, Address, And Zip Code		B. Cage Code		C. Cognizant Security Office <i>(Name, Address, And Zip Code)</i>	
TBD		TBD		TBD	
7. SUBCONTRACTOR					
A. Name, Address, And Zip Code		B. Cage Code		C. Cognizant Security Office <i>(Name, Address, And Zip Code)</i>	
TBD		TBD		TBD	
8. ACTUAL PERFORMANCE					
A. Location		B. Cage Code		C. Cognizant Security Office <i>(Name, Address, And Zip Code)</i>	
NASA LANGLEY RESEARCH CENTER HAMPTON, VA 23681-2199					
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT PROVIDE SERVICES IN THE TASK AREAS OF SECURITY					
10. CONTRACTOR WILL REQUIRE ACCESS TO:		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
A. Communications Security (Comsec) Information	<input checked="" type="checkbox"/>	<input type="checkbox"/>		A. Have Access To Classified Information Only At Another Contractor's Facility Or A Government Activity	<input checked="" type="checkbox"/>
B. Restricted Data	<input checked="" type="checkbox"/>	<input type="checkbox"/>		B. Receive Classified Documents Only	<input checked="" type="checkbox"/>
C. Critical Nuclear Weapon Design Information	<input type="checkbox"/>	<input checked="" type="checkbox"/>		C. Receive And Generate Classified Material	<input type="checkbox"/>
D. Formerly Restricted Data	<input type="checkbox"/>	<input checked="" type="checkbox"/>		D. Fabricate, Modify, Or Store Classified Hardware	<input checked="" type="checkbox"/>
E. Intelligence Information	<input type="checkbox"/>	<input type="checkbox"/>		E. Perform Services Only	<input checked="" type="checkbox"/>
(1) Sensitive Compartmented Information (Sci)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		F. Have Access To U.S. Classified Information Outside The U.S., Puerto Rico, U.S. Possessions And Trust Territories	<input type="checkbox"/>
(2) Non-Sci	<input type="checkbox"/>	<input checked="" type="checkbox"/>		G. Be Authorized To Use The Services Of Defense Technical Information Center (Dtic) Or Other Secondary Distribution Center	<input type="checkbox"/>
F. Special Access Information	<input checked="" type="checkbox"/>	<input type="checkbox"/>		H. Require A Comsec Account	<input checked="" type="checkbox"/>
G. Nato Information	<input type="checkbox"/>	<input checked="" type="checkbox"/>		I. Have Tempest Requirements	<input checked="" type="checkbox"/>
H. Foreign Government Information	<input type="checkbox"/>	<input checked="" type="checkbox"/>		J. Have Operations Security (Opsec) Requirements	<input type="checkbox"/>
I. Limited Dissemination Information	<input type="checkbox"/>	<input checked="" type="checkbox"/>		K. Be Authorized To Use The Defense Courier Service	<input type="checkbox"/>
J. For Official Use Only Information	<input checked="" type="checkbox"/>	<input type="checkbox"/>		L. Other <i>(Specify)</i>	
K. Other <i>(Specify)</i>					
N/A					

**12. PUBLIC RELEASE.** Any information (*classified or unclassified*) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release

☐ Direct ☒ Through (Specify)

"NASA LANGLEY RESEARCH CENTER, M/S 126, HAMPTON, VA 23681-2199"  
ATTN: Maxine Batina, 757-864-7903

To the Office of Public Affairs, National Aeronautics and Space Administration, Washington, DC 20546, for review.  
\*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

**13. SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

ALL WORK ON THIS CONTRACT WILL BE PERFORMED AT GOVERNMENT FACILITIES WHERE CLASSIFICATION GUIDANCE WILL BE PROVIDED AS NECESSARY.

THE CONTRACTOR WILL BE PROVIDING SUPPORT PERSONNEL FOR ONGOING SECURITY SERVICES THAT WILL REQUIRE INDIVIDUAL, AS DESIGNATED BY THE GOVERNMENT, TO HAVE TOP SECRET SECURITY CLEARANCES

NOTE: ALL DD254'S ISSUED TO SUBCONTRACTORS WORKING UNDER THIS CONTRACT MUST BE FORWARDED IMMEDIATELY TO THE ADDRESS SHOWN BELOW IN BOX 16 (D).

**14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

☐ Yes ☒ No

**15. INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

☐ Yes ☒ No

**16. CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

b. TITLE

c. TELEPHONE (Include Area Code)

Michael Rammel

Security Specialist

757-864-3419

d. ADDRESS (Include Zip Code)

NASA LANGLEY RESEARCH CENTER  
M/S 450, ATTN: MICHAEL RAMMEL  
HAMPTON, VA 23681-2199

e. SIGNATURE

**17. REQUIRED DISTRIBUTION**

- |                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | A. Contractor   |
| <input type="checkbox"/>            | B. Subcontractor  |
| <input checked="" type="checkbox"/> | C. Cognizant Security Office For Prime And Subcontractor          |
| <input type="checkbox"/>            | D. U.S. Activity Responsible For Overseas Security Administration |
| <input checked="" type="checkbox"/> | E. Administrative Contracting Officer                             |
| <input checked="" type="checkbox"/> | F. Others As Necessary  |



**ATTACHMENT C (Property owned and to be replaced by the Government)**

<u>NEMS ECN</u>	<u>EQUIPMENT NAME</u>	<u>MANUFACTURER</u>	<u>COST</u>	<u>CONTRACT TASK AREA</u>
0802971	SHOTGUN, 12 GAUGE	REMINGTON ARMS CO INC	\$293.00	SECURITY OFFICER SERVICES
1612907	PISTOL, 9MM, SEMI-AUTOMATIC	SMITH AND WESSON CORP	\$477.00	SECURITY OFFICER SERVICES
1612910	PISTOL, 9MM, SEMI-AUTOMATIC	SMITH AND WESSON CORP	\$477.00	SECURITY OFFICER SERVICES
1612911	PISTOL, 9MM, SEMI-AUTOMATIC	SMITH AND WESSON CORP	\$477.00	SECURITY OFFICER SERVICES
1612913	PISTOL, 9MM, SEMI-AUTOOMATIC	SMITH AND WESSON CORP	\$477.00	SECURITY OFFICER SERVICES
1613052	PISTOL, 9MM, SEMI-AUTOMATIC	GLOCK GS M B H	\$387.00	SECURITY OFFICER SERVICES
1613053	PISTOL, 9MM, SEMI-AUTOMATIC	GLOCK GS M B H	\$387.00	SECURITY OFFICER SERVICES
1613054	PISTOL, 9MM, SEMI-AUTOMATIC	GLOCK GS M B H	\$387.00	SECURITY OFFICER SERVICES
1613055	PISTOL, 9MM, SEMI-AUTOMATIC	GLOCK GS M B H	\$387.00	SECURITY OFFICER SERVICES
1613056	PISTOL, 9MM, SEMI-AUTOMATIC	GLOCK GS M B H	\$387.00	SECURITY OFFICER SERVICES
1613057	PISTOL, 9MM, SEMI-AUTOMATIC	GLOCK GS M B H	\$387.00	SECURITY OFFICER SERVICES
1613058	PISTOL, 9MM, SEMI-AUTOMATIC	GLOCK GS M B H	\$387.00	SECURITY OFFICER SERVICES
1613059	PISTOL, 9MM, SEMI-AUTOMATIC	GLOCK GS M B H	\$387.00	SECURITY OFFICER SERVICES
1613060	PISTOL, 9MM, SEMI-AUTOMATIC	GLOCK GS M B H	\$387.00	SECURITY OFFICER SERVICES
1613061	PISTOL, 9MM, SEMI-AUTOMATIC	GLOCK GS M B H	\$387.00	SECURITY OFFICER SERVICES
1613062	PISTOL, 9MM, SEMI-AUTOMATIC	GLOCK GS M B H	\$387.00	SECURITY OFFICER SERVICES
1613063	PISTOL, 9MM, SEMI-AUTOMATIC	GLOCK GS M B H	\$387.00	SECURITY OFFICER SERVICES

<u>NEMS.ECN</u>	<u>EQUIPMENT NAME</u>	<u>MANUFACTURER</u>	<u>COST</u>	<u>CONTRACT TASK AREA</u>
1613064	PISTOL, 9MM, SEMI-AUTOMATIC	GLOCK GS M B H	\$387.00	SECURITY OFFICER SERVICES
1613065	PISTOL, 9MM, SEMI-AUTOMATIC	GLOCK GS M B H	\$387.00	SECURITY OFFICER SERVICES
1613066	PISTOL, 9MM, SEMI-AUTOMATIC	GLOCK GS M B H	\$387.00	SECURITY OFFICER SERVICES
1613067	PISTOL, 9MM, SEMI-AUTOMATIC	GLOCK GS M B H	\$387.00	SECURITY OFFICER SERVICES
1613068	PISTOL, 9MM, SEMI-AUTOMATIC	GLOCK GS M B H	\$387.00	SECURITY OFFICER SERVICES
1613081	PISTOL, 9MM, SEMI-AUTOMATIC	GLOCK GS M B H	\$387.00	SECURITY OFFICER SERVICES
1613083	PISTOL, 9MM, SEMI-AUTOMATIC	GLOCK GS M B H	\$387.00	SECURITY OFFICER SERVICES
1613084	PISTOL, 9MM, SEMI-AUTOMATIC	GLOCK GS M B H	\$387.00	SECURITY OFFICER SERVICES
1613085	PISTOL, 9MM, SEMI-AUTOMATIC	GLOCK GS M B H	\$387.00	SECURITY OFFICER SERVICES
1613086	PISTOL, 9MM, SEMI-AUTOMATIC	GLOCK GS M B H	\$387.00	SECURITY OFFICER SERVICES
1613087	PISTOL, 9MM, SEMI-AUTOMATIC	GLOCK GS M B H	\$387.00	SECURITY OFFICER SERVICES
1613088	PISTOL, 9MM, SEMI-AUTOMATIC	GLOCK GS M B H	\$387.00	SECURITY OFFICER SERVICES
1613089	PISTOL, 9MM, SEMI-AUTOMATIC	GLOCK GS M B H	\$387.00	SECURITY OFFICER SERVICES
1613090	PISTOL, 9MM, SEMI-AUTOMATIC	GLOCK GS M B H	\$387.00	SECURITY OFFICER SERVICES
1613091	PISTOL, 9MM, SEMI-AUTOMATIC	GLOCK GS M B H	\$387.00	SECURITY OFFICER SERVICES
1613092	PISTOL, 9MM, SEMI-AUTOMATIC	GLOCK GS M B H	\$387.00	SECURITY OFFICER SERVICES
1613093	PISTOL, 9MM, SEMI-AUTOMATIC	GLOCK GS M B H	\$387.00	SECURITY OFFICER SERVICES



<u>NEMS</u> <u>ECN</u>	<u>EQUIPMENT NAME</u>	<u>MANUFACTURER</u>	<u>COST</u>	<u>CONTRACT TASK AREA</u>
1613094	PISTOL, 9MM, SEMI-AUTOMATIC	GLOCK GS M B H	\$387.00	SECURITY OFFICER SERVICES
1613095	PISTOL, 9MM, SEMI-AUTOMATIC	GLOCK GS M B H	\$387.00	SECURITY OFFICER SERVICES
1613096	PISTOL, 9MM, SEMI-AUTOMATIC	GLOCK GS M B H	\$387.00	SECURITY OFFICER SERVICES
1613097	PISTOL, 9MM, SEMI-AUTOMATIC	GLOCK GS M B H	\$387.00	SECURITY OFFICER SERVICES
1613098	PISTOL, 9MM, SEMI-AUTOMATIC	GLOCK GS M B H	\$387.00	SECURITY OFFICER SERVICES
1740241	TRANSCEIVER, RADIO, MOBILE	ERICSSON GE MOBILE COMMUNICATION	\$2,411.00	SECURITY OFFICER SERVICES
1740243	TRANSCEIVER, RADIO, MOBILE	ERICSSON GE MOBILE COMMUNICATION	\$2,411.00	SECURITY OFFICER SERVICES
1740244	TRANSCEIVER, RADIO, MOBILE	ERICSSON GE MOBILE COMMUNICATION	\$2,411.00	SECURITY OFFICER SERVICES
1740245	TRANSCEIVER, RADIO, MOBILE	ERICSSON GE MOBILE COMMUNICATION	\$2,411.00	SECURITY OFFICER SERVICES
0037852	TRANSCEIVER, RADIO	ERICSSON GE MOBILE COMMUNICATION	\$1,995.00	SECURITY OFFICER SERVICES
0037853	TRANSCEIVER, RADIO	ERICSSON GE MOBILE COMMUNICATION	\$1,995.00	SECURITY OFFICER SERVICES
0037854	TRANSCEIVER, RADIO	ERICSSON GE MOBILE COMMUNICATION	\$1,995.00	SECURITY OFFICER SERVICES
0037856	TRANSCEIVER, RADIO	ERICSSON GE MOBILE COMMUNICATION	\$1,995.00	SECURITY OFFICER SERVICES
0037858	TRANSCEIVER, RADIO	ERICSSON, GE MOBILE	\$1,995.00	SECURITY OFFICER SERVICES
0037859	TRANSCEIVER, RADIO	ERICSSON GE MOBILE COMMUNICATION	\$1,995.00	SECURITY OFFICER SERVICES
0037860	TRANSCEIVER, RADIO	ERICSSON GE MOBILE COMMUNICATION	\$1,995.00	SECURITY OFFICER SERVICES
0037861	TRANSCEIVER, RADIO	ERICSSON GE MOBILE COMMUNICATION	\$1,995.00	SECURITY OFFICER SERVICES

NEMS ECN	EQUIPMENT NAME	MANUFACTURER	COST	CONTRACT TASK AREA
1880277	RADAR, AUTOMOBILE SPEED DISPLAY	PRECISION SOLAR CONTROLS INC	\$12,830.00	SECURITY OFFICER SERVICES
1089736	SAFE	MOSLER SAFE CO	\$3,874.00	SECURITY EDUCATION &/OR PERSONNEL SECURITY
1089838	CABINET, FILE, SECURITY	MOSLER SAFE CO	\$1,611.00	ITS SERVICES
2009398	MODEM, FIBER OPTIC PAGER, ALPHA NUMERIC PAGER, ALPHA NUMERIC SAFE, 2-DRAWER	CANOGA-PERKINS COPR/DV-GRIM CP MOTOROLA MOTOROLA	\$2,200.00	ITS SERVICES SECURITY MANAGEMENT SECURITY MANAGEMENT SECURITY MANAGEMENT
1430350	PRINTER, ADP	PRINTERS WORKS, THE	\$595.00	BADGE & PASS OFFICE
1431973	DISPLAY UNIT	GATEWAY 2000	\$892.00	BADGE & PASS OFFICE
1740361	TERMINAL, DATA PROCESSING	NETWORK COMPUTING DEVICES INC	\$8,000.00	BADGE & PASS OFFICE
1740362	DISPLAY UNIT	NETWORK COMPUTING DEVICES INC	\$800.00	BADGE & PASS OFFICE
1877611	PRINTER, ADP	FARGO ELECTRONICS INC	\$5,035.00	BADGE & PASS OFFICE
1878860	COMPUTER, MICRO	GATEWAY 2000	\$1,299.00	BADGE & PASS OFFICE
1878861	COMPUTER, MICRO	GATEWAY 2000	\$1,299.00	BADGE & PASS OFFICE
1878862	COMPUTER, MICRO	GATEWAY 2000	\$1,299.00	BADGE & PASS OFFICE
1880207	PRINTER, ADP	FARGO ELECTRONICS INC	\$1,797.00	BADGE & PASS OFFICE
1880208	PRINTER, ADP	FARGO ELECTRONICS INC	\$1,797.00	BADGE & PASS OFFICE
1880210	PRINTER, ADP	FARGO ELECTRONICS INC	\$1,797.00	BADGE & PASS OFFICE
1881154	PRINTER, ADP	FARGO ELECTRONICS INC	\$5,035.00	BADGE & PASS OFFICE
2008149	PRINTER, ADP SAFE, 1-CABINET SAFE, 1,2-DRAWER PAGER, ALPHA NUMERIC SAFE, 1,2-DRAWER PAGER, ALPHA NUMERIC FUEL FOR THE PATROL VEHICLES	FARGO ELECTRONICS INC  MOTOROLA MOTOROLA	\$5,038.00	BADGE & PASS OFFICE LOCKSMITH SERVICES LOCKSMITH SERVICES LOCKSMITH SERVICES LOCKSMITH SERVICES SECURITY OFFICER SERVICES



## ATTACHMENT C1 (Government property to be replaced by contractor)

NEMS/ECN	EQUIPT NAME	MANUFACTURER	COST	TASK AREA
0059940	RADAR SET	MPH INDUSTRIES INC	\$1,188.00	SECURITY OFFICER SERVICES
0059941	RADAR SET	MPH INDUSTRIES INC	\$1,188.00	SECURITY OFFICER SERVICES
0060521	RADAR, AUTOMOBILE SPEED	MPH INDUSTRIES INC	\$1,015.00	SECURITY OFFICER SERVICES
0060522	RADAR, AUTOMOBILE SPEED FOUR (4) PATROL VEHICLE LIGHT BARS	MPH INDUSTRIES INC FEDERAL SIGNAL "STREET HAWK", MODEL 518-1	\$1,015.00	SECURITY OFFICER SERVICES
1432297	TWO (2) PATROL VEHICLE MINI- LIGHT BARS	ECCO, MODEL 5315		SECURITY OFFICER SERVICES
1432314	COMPUTER (DCII)	DELL OPTIPLEX	\$4,396.00	PERSONNEL SECURITY SERVICES
	MONITOR (DCII)	DELL TRINITRON	\$800.00	PERSONNEL SECURITY SERVICES
	MICROFICHE READER	BELL & HOWELL	\$300.00	PERSONNEL SECURITY SERVICES
0060911	PRINTER, ADP	HEWLETT-PACKARD CO	\$1,751.00	SECURITY EDUCATION &/OR PERSONNEL SECURITY
G079734	MONITOR, TELEVISION	SHARP ELECTRONICS CORP	\$789.00	SECURITY EDUCATION
0144063	RECORDER, CASSETTE, VIDEO	SHARP ELECTRONICS CORP	\$640.00	SECURITY EDUCATION
1429330	MONITOR, TELEVISION, RECORDER	MATSUSHITA ELEC INDUS CO	\$522.00	BADGE & PASS OFFICE
0061603	DUPLICATOR, KEY, MANUAL	H P C INC	\$1,857.00	LOCKSMITH SERVICES
0398697	DUPLICATOR, KEY, MANUAL	H P C INC	\$1,135.00	LOCKSMITH SERVICES
0801746	BOREScope	LOCKMASTERS INC	\$1,797.00	LOCKSMITH SERVICES
0802897	DRILL, HARDENED STEEL, SAFE	LOCKMASTERS INC	\$1,360.00	LOCKSMITH SERVICES

NEMS/ECN	EQUIPT NAME	MANUFACTURER	COST	TASK AREA
1636908	COMPUTER, MICRO, HAND HELD	HEWLETT-PACKARD CO	\$927.00	LOCKSMITH SERVICES
	FOUR (4) KEY MACHINES			
	PAGER, ALPHA NUMERIC	MOTOROLA		LOCKSMITH SERVICES
	LOCKSMITH TOOLS & MACHINES			LOCKSMITH SERVICES
	AS FOLLOWS:			
	BAND SAW			LOCKSMITH SERVICES
	DRILL PRESS			LOCKSMITH SERVICES
	BENCH GRINDER			LOCKSMITH SERVICES
	BOSCH 1/2" HIGH SPEED DRILL			LOCKSMITH SERVICES
	3/8" CORDLESS DRILL			LOCKSMITH SERVICES



## ATTACHMENT D - CONTRACT DOCUMENTATION REQUIREMENTS

### I. DOCUMENTATION PREPARATION/SUBMISSION INSTRUCTIONS

- A. Monthly Progress Report -- The Contractor shall submit a monthly progress report summarizing work progress. This report shall be submitted within 10 working days following the end of the reporting period.
- B. Safety Reports -- The Contractor shall submit safety reports to the LaRC Office of Safety and Facility Assurance. These reports shall be submitted on a quarterly basis. The Safety Report shall include the hours worked on the contract and the number of fatalities, lost time cases, OSHA recordable incidents and first aid cases which have occurred during the past quarter.
- C. Notice of Violation Response -- The Contractor shall respond to any Notice of Violation (NOV) issued for safety violations to the prime itself or its' subcontractors within three working days of issuance. The response should include cause for violation; mitigation of impact, if applicable; planned prevention of recurrence. Response shall be submitted to the issuer of the NOV.
- D. Collective Bargaining Agreements -- The Contractor shall provide the Contracting Officer with copies of any collective bargaining agreements, and amendments thereto, which arise during the course of the contract and which apply to Contractor employees assigned to the contract.
- E. Federal Contractor Veterans Employment Report -- In compliance with Clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era, the Contractor shall submit the Federal Contractor Veterans Employment Reports (VETS-100) as required by this clause.
- F. Evidence of Insurance -- The Contractor shall submit evidence of the insurance coverage, required by the NASA Clause 1852.228-75 in Paragraph 29 entitled "Minimum Insurance Coverage" (i.e., a Certificate of Insurance or other confirmation), to the Contracting Officer prior to performing under this contract. In the event the Government exercises its options to extend the term of the contract, the Contractor shall also present such evidence to the Contracting Officer prior to commencement of performance under the extension.
- G. Information Protection Plan -- The Contractor shall submit to the Government an information protection plan that includes an awareness program to ensure that its personnel understand the non-disclosure statement, the sensitivity of information, and how to protect it. The plan shall be submitted to the Government for review and approval 30 days after contract award.
- H. Emergency Response Plan -- The Contractor shall develop and maintain a current emergency response plan for counter-terrorist operations, weapons of mass destruction, intrusion alarm response, natural disasters, work stoppages or walkouts, riots and civil disturbances, and other situations that require significant involvement of security and law enforcement forces 30 days after contract award.
- I. Security Plan for Unclassified Federal Computer Systems -- The Contractor shall submit the Security Plan for Unclassified Federal Computer Systems in accordance with NASA FAR Supplement Clause 1852.204-76, 30 days after contract award.

J. Standard Operating Procedures -- The Contractor shall develop, implement and maintain written standard operating procedures within 120 days after contract award. The contractor shall develop patrol and post orders defining routine and standard procedures for handling all situations and matters pertaining to a particular post, patrol or event. The Standard Operating Procedure (SOP) and orders shall be available, up to date at each post and updated annually or sooner as needed. If no changes are needed, the Contractor shall certify in writing to the Contracting Officer Technical Representative (COTR). The SOPs and orders shall be subject to the approval of the Security Office. The SOPs shall include as a minimum:

1. Bomb threats
2. Hostage Incidents
3. Workplace violence
4. Intruders/Trespassers
5. Use of Force
6. Demonstrations
7. Security Force Authority
8. Aircraft Security
9. Response to Alarms
10. Safe Checks/Security Procedures
11. Incident Reporting
12. Crime Scene Protection
13. Evidence Procedures
14. Access Control at Emergency Scenes
15. Traffic Enforcement and Accident Investigation
16. Weapons Safety
17. Gate Procedures
18. Patrol Operations

K. Firearm Inventory -- The Contractor shall conduct a quarterly firearm inventory. This physical inventory is to account for all of the weapons provided by the Government. The Contractor shall provide a quarterly report that documents that all weapons were inventoried (by serial number) and accounted for.

## II. DOCUMENT DISTRIBUTION REQUIREMENTS

A. Unless otherwise specified elsewhere in this contract, reports and other documentation shall be submitted F.O.B. destination as specified below, addressed as follows:

National Aeronautics and Space Administration  
 Langley Research Center  
 Attn: Maxine G. Batina, Mail Stop 126, Bldg. 1195A  
 Contract L71082D  
 Hampton, VA 23681-2199



B. The following letter codes designate the recipients of reports and other documentation which are required to be delivered prepaid to Langley Research Center by the Contractor:

A--Contract Specialist, Mail Stop 126

B--Contracting Officer Technical Representative, Mail Stop 450

C--Office of the Chief Information Officer, Mail Stop 164

D--Office of Safety and Facility Assurance, Mail Stop 421

E--Industry Relations Office, Mail Stop 144

F--Security Office, Mail Stop 450

C. The following are the distribution requirements for reports and other documentation required with the numeral following the letter code specifying the number of copies to be provided:

<u>DOCUMENT</u>	<u>LETTER CODE AND DISTRIBUTION</u>
1. Monthly Progress Report	A-1, B-1
2. Safety Reports	A-1, D-1
3. Notice of Violation Responses	A-1, D-1
4. Collective Bargaining Agreement	A-1, B-1, E-1
5. Federal Contractor Veterans Employment Report (VETS-100)	A-1
6. Evidence of Insurance	A-1
7. Information Protection Plan	B-1
8. Emergency Response Plan	B-1
9. Security Plan for Unclassified Federal Computer Systems	A-1, C-1, F-1
10. Standard Operating Procedures	A-1, B-1
11. Firearm Inventory	B-1

D. When the Contract Specialist (A) is not designated above to receive a copy of a report or document, the Contractor shall furnish a copy of the report/document transmittal letter to the Contract Specialist.

## ATTACHMENT E

### KEY PERSONNEL

These are recommended personnel guidelines.

#### **CONTRACT MANAGER**

- Baccalaureate degree preferred
- Excellent communications, interpersonal, organizational, and analytical skills are required.
- Five years experience in administration and operations experience in armed forces military police, law enforcement, or civilian security operations within the last ten years. The nature and extent of this experience shall be such that the individual is familiar with and capable of effectively managing a complex security operation of the type described within the contract. At least three years of this experience shall have been at the supervisory/managerial level.
- Knowledge of civil and criminal codes, regulations, physical program, personnel, and classified information systems principles and related legal and security applications.

#### **COMMUNICATION SECURITY ACCOUNT MANAGER**

- National Security Agency COMSEC Account Manager Training and Certification
- Experience in Managing a COMSEC Account-5 years

#### **TRAINING OFFICER**

- Experience in formal training and certification of armed security officers-5 years
- Experience in developing, implementing, teaching and tracking all subject matter pertaining to security operations, such as: levels of force continuum, accident and incident investigations, weapons, officer survival, uniform operations, legal subjects pertaining to security officer training requirements for Virginia and federal government, and officer standards of conduct – 5 years
- Experience in training personnel in all subject matter relating to the protection of persons, property and classified information - 3 years
- Experience in US military or Federal Law Enforcement Training Center (FLETC) equivalent training preferred.

#### **SECURITY FORCE LEAD**

- Experience in supervision and administration of security and law enforcement operations for a armed security force of at least 35 officers - 6 years
- Knowledge of US and Virginia civil and criminal codes.



**ATTACHMENT F**

**AGREEMENT**

**BETWEEN**

**DYNCORP TECHNICAL SERVICES, INC.**

**AND**

**DISTRICT LODGE #74**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS**

**LOCAL 2531**

**Effective**

**December 1, 2000 through November 30, 2002**

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## **PREAMBLE**

The Agreement is made and entered into on this 1st Day of December 2000, by and between DynCorp Technical Services, Inc., its successors and assigns, hereinafter referred to as the "Company" or "Employer", and District Lodge No. 74, International Association of Machinists and Aerospace Workers, its successors and assigns, hereinafter referred to as the "Union".

Pronouns of either gender used in this Agreement are equally applicable to male and female employees.

## **WITNESSETH**

It is the intent and purpose of the parties to this Agreement to promote and improve all industrial and economic relations between the Company and the employees covered by this Agreement, and as set forth in the entire Agreement covering rates of pay, hours of work, and conditions of employment to be observed.

## **ARTICLE I RECOGNITION**

The Employer recognizes the International Association of Machinists and Aerospace Workers, AFL-CIO, and its District Lodge No. 74, hereinafter collectively referred to as the "Union", its successors and assigns, as the sole exclusive collective bargaining representative of its employees certified by the National Labor Relations Board in Case No. 5-RC-8 191.

## **ARTICLE II HIRING**

During new employee orientation, the Company will provide a copy of this Collective Bargaining Agreement to the new employee and have the employee's supervisor introduce the new employee to the appropriate Union steward within the first two work weeks.

## **ARTICLE III NON-DISCRIMINATION**

The Company and the Union mutually agree that there shall be no discrimination against any employee because of age, race, creed, color, handicap, sex, or national origin in violation of the provisions

of the Civil Rights Act of 1964, as amended, or the Age Discrimination Act of 1967.

## ARTICLE IV MANAGEMENT RIGHTS

Section 1. Except to the extent expressly abridged by a specific provision of this Agreement, Management of the Company is vested solely and exclusively in the Company, and the Company reserves and retains all of its inherent rights, including but not limited to, method of production; the introduction of new equipment, machinery or processes; the change or elimination of existing equipment, machinery or processes; and discontinuance, temporarily or permanently, in whole or in part, of the conduct of any of the business or operations of the Company; the selection, size, direction, and control of the working forces in connection with the requirements to be determined by the Company; the right to transfer, promote, demote, layoff, or otherwise relieve employees from duty for lack of work or other legitimate reason consistent with the terms of this Agreement; the right to terminate, discharge, or discipline employees for just cause. For good and sufficient reasons, the Company reserves the right to abolish or change existing rules or to establish reasonable rules and regulations not in conflict with the express terms of this Agreement governing employment and working conditions. The Management, not limited by the clear and explicit language of a clause of this Agreement, should be conclusively presumed to be authorized hereby. Any dispute between the parties arising from this Article shall be subject to the grievance and arbitration procedures.

Section 2. The Company agrees not to subcontract exclusive bargaining unit work that will directly cause the termination of bargaining unit employees or inhibit bargaining unit growth. The Company may, however, subcontract where necessary due to a lack of plant or equipment capacity, equipment breakdown, fire, flood, or similar cause.

Section 3. The Company may require an employee to take an alcohol breath test or urine drug screening test for any on the job accident where property damage exceeds \$100 or emergency medical treatment is required. Further, the Company may utilize reasonable suspicion testing for alcohol or drug use if a Company official suspects an employee to be impaired on the job. An official who suspects an employee is impaired will contact the Contract Manager or Safety Manager to corroborate the impairment. The Company may also test an individual that has been observed using illegal drugs or alcohol on the job. There shall be no random alcohol or drug testing of unit employees except in safety-sensitive areas or classifications as defined in DynCorp procedure SAF-009, Alcohol and Controlled Substance Testing Policy and Program. The alcohol and drug test process used will be to US Health and Human Services standards, or the Department of Transportation equivalent.

Section 4. The Company, at its sole option, may implement new classifications and/or job descriptions. The Company shall set a pay rate for the job and offer to negotiate with the Union concerning the pay rate.

## ARTICLE V CHECK-OFF

Section 1. The Company agrees, subject to the provisions hereof, to deduct Union dues, initiation fees and/or other deductions from the wages of the employees so authorizing the same, in the manner and at such times as hereinafter provided.



Section 2. The Union agrees to furnish to the Company authorization duly signed by the employees so authorizing the deduction and properly witnessed. The check-off authorization shall read as follows:

I hereby voluntarily assign to District Lodge 74; International Association of Machinists and Aerospace Workers, or in lieu of thereof, a subordinate Local Lodge designated by District Lodge 74; from any wages earned, or to be earned by me, initiation fees and the amount of my regular monthly membership dues or an equivalent amount in said Union.

I authorize and direct my Employer to deduct said monthly membership dues or the equivalent amount from my pay each bi-weekly pay period, and to remit the same to the order of officer of official designated by the Union, said authorization and direction to be subject to all the terms and conditions contained in the collective bargaining agreement in existence between my Employer and the Union.

This check-off authorization shall remain in effect until revoked by me and shall be irrevocable for a period of one (1) year from the date of execution of such authorization of this Agreement between my Employer and the Union; and I further agree and direct that this assignment shall be irrevocable for the period of each succeeding applicable collective bargaining agreement between my Employer and the Union.

This authorization shall be automatically renewed and irrevocable for successive periods of one (1) year, unless written notice of cancellation is given by me to the Company and the Union. said notice to be forwarded by registered or certified U.S. mail, not more than seventy-five (75) days and not less than sixty (60) days prior to the expiration of each term of one (1) year, or prior to the termination of the collective bargaining agreement between my Employer and the Union, whichever occurs sooner.

THIS AUTHORIZATION IS VOLUNTARILY MADE IN ORDER TO PAY MY FAIR SHARE OF THE UNION'S COST REPRESENTING ME FOR THE PURPOSE OF COLLECTIVE BARGAINING AND This AUTHORIZATION IS NOT CONDITIONED ON MY PRESENT OF FUTURE MEMBERSHIP IN THE UNION.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Date

Section 3. The Union shall certify to the Company in writing each month a list of such employees who have made such assignments, together with an itemized statement of the initiation fees, dues, and other deductions to be deducted from the pay of such employees, and the Company agrees to deduct in the amount so certified in respect to each such member from the employee's bi-weekly pay, and shall make such remittance to the Union in one lump sum within ten (10) days after the end of the month in which said deductions are made. The Company agrees to provide a current listing of all its bargaining unit employees, on a monthly basis, to the Union. Further,

whenever an employee moves from one Company to another, the Union shall be notified within three (3) work days.

Section 4. All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing or pay an amount equivalent to the Union dues. Present employees who are not members of the Union and/or employees who are hired hereafter, shall become and remain members in good standing in the Union or pay an amount equivalent to the Union dues on and after the 31st day following the effective date of this Agreement, whichever is the later. This money is to pay the Union's cost of representing employees for the purpose of collective bargaining and this authorization is not conditioned on present or future membership in the Union.

Section 5. The Union agrees to indemnify and hold the Company harmless against any and all claims, demands, suits, costs, and/or other forms of liability and expenses that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any provisions of this Article or in reliance upon any list, notice, or assignment furnished by the Union under such provision.

## **ARTICLE VI HOURS OF WORK**

Section 1. It is recognized and agreed that the standard work week shall be from Friday 12:01 a.m. to Thursday midnight. It is further agreed and understood that the normal workday shall consist of eight (8) hours per day and the normal work week shall consist of forty (40) hours of work per week, Monday through Friday, inclusive.

Section 2. Upon reasonable advance notice to the Union or appropriate Union Steward, the Company may for good and sufficient cause (to include NASA requirements) change the starting time of the work shift and/or the scheduled thirty (30) minute lunch period, except the Supply area, which has a scheduled 45-minute lunch period. If necessary, the Company may require the employee to work through their regular scheduled lunch period. In such instances, the affected employee will not receive overtime rate, and the employee will be provided a lunch break within one hour of normal lunch time or overtime will be paid.

Section 3. When overtime assignments are required, overtime will be offered to each employee within the classification in which the overtime assignment is made. Overtime will first be offered to the employee within the classification with the least amount of overtime hours offered within the existing calendar year. In the event that two employees have the same amount of overtime offered and only one employee is needed, unit seniority will be the deciding factor. Affected employees will be notified of overtime requirements as soon as possible after the request for overtime is made. The Company will keep records of all overtime offers for all union employees. If the Company does not receive a sufficient number of volunteers on the first round of overtime offers, the employee with the least amount of overtime offered will be assigned to work the overtime and the assignment becomes mandatory; provided however, that an exception to the overtime distribution will be only for continuation of jobs which commence during the regular shift and extend into overtime where continuity is necessary for efficient completion of the job.



The Company agrees to maintain records on site of all overtime worked. Overtime records shall be made available to the Union (Chief Steward or Shop Steward) for inspection to resolve specific complaints with respect thereto. The Company will make these records available to the Union no later than three (3) working days after the request.

Section 4. Overtime paid at one and one-half (1 1/2) times the regular straight-time hourly rate shall be paid for all hours worked by an employee in excess of eight (8) hours per day or forty (40) hours per week. Work performed on Saturday or Sunday shall be paid for at the rate of one and one-half (1 1/2); provided, however, that the Company shall not pay an employee Saturday or Sunday premiums who is not in pay status for two or more days during the normal work week when any such employee is assigned to work on said Saturday or Sunday.

Section 5. There shall be no duplicating or pyramiding of overtime or premium pay under the provisions of this Agreement; any such hours compensable under two or more provisions of this Agreement shall be paid at the higher premium rate of the two.

Section 6. In the event it is necessary to call out a regular employee to work, Employer agrees that such called out regular employee shall receive a minimum of four (4) hours of work or four (4) hours of pay at the applicable rate of pay.

Section 7. In the event a regular employee reports for work at his scheduled starting time and no work is available, the employee shall be entitled to receive four (4) hours show up time pay, to be paid at his regular straight-time hourly rate of pay. It is expressly understood and agreed, however, that this Section shall not be applicable in the event the employee is notified at least one (1) hour prior to his normal starting time, or the lack of work is caused by an act of God or other cause beyond the control of the employer.

The Company will not be liable for the payment of show up time in instances where the employee reports for work more than fifteen (15) minutes after the start of the shift, and does not call in prior to the beginning of the shift. In addition thereto, the Company will not be liable for show up time in any instance where the employee reports to work later than forty-five (45) minutes after the beginning of the shift and will be subject to being sent home the balance of that work day.

Section 8. Employees volunteering to perform work in a classification lower (determined by pay level) than their regular rate of pay, and accepted for such assignments by the Employer, shall be compensated at the rate currently being paid for work in a lower classification. (This section will not apply to employees directed to work by the Company).

Section 9. Employees will be allowed to use flex-time for short durations to fulfill personal obligations. When an employee has a need to use flex-time, he/she must make up the time missed during the same work week and within the same pay period. Flex-time is at the discretion of the Supervisor and will only be granted after management has ensured that operational needs have been met. The Supervisor and the employee will agree on the flex-time schedule and said schedule can only be changed by mutual agreement. When employees are working a flex-time schedule to make up hours missed, there will be no overtime payment for any hours worked in excess of (8) hours per day.



## ARTICLE VII SENIORITY

Section 1. Seniority for purposes of vacation shall be defined as the length of cumulative employment with the Company. Otherwise, seniority shall be defined as the length of continuous service, whether employed by the Company or his predecessor, from the employee's latest date of hire as an employee in the bargaining unit, and shall be recognized on a bargaining unit-wide basis.

Section 2. The Company shall furnish the Union every six (6) months an accurate seniority list of all employees in the bargaining unit. Such list is to include name, classification, unit and classification seniority dates, wage rate, and home address of each employee.

Section 3. All employees including relief employees hired as full-time employees, shall be considered probationary employees for the first forty-five (45) days of work as a full-time employee. Any decision of the Company to terminate or otherwise discipline a probationary employee shall be final and not subject to the Grievance and Arbitration provisions of this Agreement. Upon satisfactory completion of the probationary period, the employee shall become a regular employee with seniority dating from the date of hire as a full-time employee. Probationary employees shall receive all fringe benefits of the contract except insurance. Insurance will become effective the first day of the month following the date of hire.

Relief employees hired as permanent employees shall, upon satisfactory completion of the above probationary period, be credited with seniority on the basis of one month seniority for each full six months employed as a relief employee.

Section 4. Classification seniority shall mean the length of accumulated service within a classification.

Section 5. In administering this Agreement, the principle of seniority based on employment within the bargaining unit exclusively, unless otherwise provided elsewhere in this Agreement, shall be determining factor in effecting layoff, recall, formal training within the employee's job classification, promotions, demotions, shift starting time, and in respect to other working conditions where specifically stated in the Agreement.

Exceptions to the principle of seniority shall be made only where a less senior employee is clearly better qualified than the senior employee in relation to skill and ability (including physical and prior experience). The Company agrees in making an evaluation of skills and ability (including physical ability), only objective factors shall be considered and in no instance shall the Company be unreasonable or arbitrary in the application. Experience, as used in the context of this Section, is intended to apply to specialized situations and is not to be used as a means of circumventing seniority where the other factors listed above are substantially equal. Employees will be offered training opportunities based upon job classification seniority.

Section 6. Seniority shall be canceled and terminated upon the happening of any of the following events:



- (a) An employee quits.
- (b) An employee is discharged.
- (c) An employee fails to return to work within five (5) days of notice of recall given the Company by registered or certified mail.
- (d) An employee is absent for three (3) days without previously notifying the Company except in cases of extenuating circumstances.
- (e) An employee overstay a leave of absence without notifying the Company, except in cases of extenuating circumstances.
- (f) An employee engages in other employment during a leave of absence without obtaining prior permission of the Company.
- (g) An employee gives false reasons for obtaining a leave of absence.
- (h) Settlement has been made for total disability.
- (i) An employee has retired.
- (j) An employee has been in layoff status or is absent because of sickness or injury or similar cause for more than eight (8) months. Employee upon request of the Company shall give written authorization release of medical records concerning an extended illness.

Section 7. It is recognized that the Company has the right to assign work to its employees, and classification seniority shall not, nor shall anything contained in this Agreement, be construed to restrict the Company in requiring an employee in one classification from doing any work temporarily in any other classification, and although employees may usually expect their work assignment to be in keeping with their regular job classification, the Union expressly recognizes the need for flexibility in the work force and agrees that an employee in one classification shall not be restricted from temporarily doing the work normally done by an employee in another classification.

In the event an employee is temporarily assigned to work in a classification for which the normal rate of pay is higher than the rate of pay received by the employee in his/her normal classification, he shall receive the higher rate of pay for all hours worked in the temporary assignment in excess of one (1) hour. In the event an employee is temporarily assigned work in a classification lower than his normal classification, he shall receive his regular rate of pay. The provisions of this Article shall not apply to work assignments made for job training purposes.

Section 8. A temporary assignment is defined as one not exceeding ten (10) days. Assignments which exceed ten (10) days are defined as temporary transfers and will be accomplished by following the provisions of Section 5 of this Article. It is further agreed that in

effecting temporary assignments or transfers, nothing herein shall be applied in such a manner that results in circumventing the posting of permanent job vacancies, nor will temporary work assignments be rotated to avoid effecting a temporary transfer.

Section 9. In making assignments to a permanent job vacancy or new job, the Company shall consider the desires of the employees. In the event that a position becomes vacant, the Company will either post the job within five (5) work days or inform the Union of its present intent not to fill the job. A notice of any such vacancy or new job shall be posted on the bulletin board for three (3) work days (during which time the vacancy shall be considered temporary). The Company, at the end of such time period, shall consider those employees who have submitted a bid notice (the form and content of which the parties shall mutually agree upon) and consistent with the needs of the Company, shall within ten (10) work days assign the senior qualified employee consistent with the needs of the principles set forth above in Section 5. Qualified, as used in the context of this Section, shall be interpreted to mean the employee has the background, experience, and ability to perform the work in a satisfactory manner after normal indoctrination and familiarization instructions on the new job. The Employer agrees that in imposing qualifications for a job opening, all qualification criteria will be equally applied to applicants, whether within the unit or outside the unit. Job openings shall be posted Company-wide at the NASA facility at Langley AFB in Hampton, Virginia, candidate bidding shall be bargaining unit-wide, and the most senior qualified employee will be selected for the job. The Company shall assure that the posting of such opening is accessible to all Unit employees and a copy of all such postings shall be provided to the Union Recording Secretary.

Section 10. In the event no qualified employee signs such a bid notice for a job opening, it is agreed and understood that the Company may hire a new employee for such job. The Company will use the same basic qualification requirements for evaluating potential new hires. If no qualified applicant is found, the Company will select and train the most qualified senior employee that applied for this position.

Section 11. Employees assigned or transferred pursuant to this Article shall be given thirty (30) days in which to prove they are capable of performing the duties of the new job in a satisfactory manner. In the event such employees do not satisfactorily meet the requirements of the new job, they shall be returned to their prior position or its equivalent without prejudice. Any employee, upon request, shall be advised in the presence of his Union representative of the specific reasons for not meeting the requirements of the job and disputes arising therefrom shall be subject to grievance procedure.

Section 12. Normally, successful bidders will not be permitted to bid on another job opening for a period of six months from the date of assignment to the new position.

Section 13. When a reduction in the force becomes necessary in the Company's judgment, the employee(s) laid off shall be the employee within the affected classification with the least seniority in the classification. Employees affected by the layoff shall have the right to return to any position previously held, or to bump the least senior employee in any classification equal to or below the position from which laid off, whichever results in the least inequity on the affected



employee based on bargaining unit seniority. It is agreed and understood that in order to displace an employee, as provided herein, the displacing employee must meet the minimum qualifications to perform the work. Employees affected by a layoff shall have three (3) work days, following receipt of written notice of layoff, to serve notice in writing to the Company of their intent to exercise return or bumping rights. Employees shall exercise their seniority in a recall from lay-off in reverse seniority order with full utilization of bumping rights.

In case of lay off or reduction in force within the Truck Driver, Heavy or Truck Driver, Furniture classifications, the Truck Driver, Heavy will be considered the same as Truck Driver, Furniture.

In case of bumping (Article VII, Section 13), the Truck Driver, Furniture will be considered a separate classification from the Truck Driver, Heavy classification as listed in Article XXI (Wages and Classifications) of this Agreement.

Section 14. In effecting promotions within a departmental segment of the unit, i.e., Transportation, Supply, Reproduction, Mail Service, etc., first consideration shall be given to job bidders within the specific departmental segment. In this connection, departmental seniority shall determine the awarding of the bid except where departmental seniority is equal among prospective bidders. In such cases bargaining unit seniority shall prevail. Provided no employee within the affected departmental segment bids the vacant position, the position shall be posted bargaining unit-wide and the job awarded on the basis of bargaining unit seniority.

Section 15. The Company and Union recognize that NCI is the prime contractor with NASA and may, from time to time, utilize sub-contractors (see Article XXV, Section 4) who may have separate collective bargaining agreements with the Union. In the event such subcontractors are utilized, then the following shall apply:

(a) Seniority for employees who move between NCI and a subcontractor shall continue to be defined as provided in Sections 1 and 4 of this Article.

(b) Employees may exercise their seniority rights across Company-lines consistent with this Agreement and only with respect to:

- (1) Job bidding (Article VII, Section 9)
- (2) Bumping rights in the event of lay-off and recall (Article VII, Section 13)
- (3) Promotions (Article VII, Section 14)

## **ARTICLE VIII RELIEF EMPLOYEES**

Section 1. Relief employees shall be subject to the Union Security provisions, as defined in Section 4, Article V (Check-Off).

Section 2. The employer agrees that the services of relief employees may be used when a full time employee is either on vacation, sick to include short term disability, on leave without pay, during peak work loads of short duration, or for training purposes and will not be utilized to inhibit or diminish bargaining unit growth, nor will relief employees be employed while permanent employees are on layoff and are qualified and willing to do the work in a relief capacity.

Section 3. Relief employees who perform work in the bargaining unit will pay a \$5.00 fee per month provided they are employed and/or paid for any part of the month not exceeding a cumulative total of forty (40) hours in any payroll month. Relief employees working and/or paid for cumulative total of forty (40) hours or more in any payroll month will pay dues in the regular amount paid by permanent employees in the bargaining unit. The dues of relief employees will be deducted in the same manner, and at the same time, as permanent employees.

Section 4. In the event a vacancy occurs in a permanent position which is not filled by bid procedure within the unit by permanent employees, such vacancy shall be offered to the senior qualified relief employee after employees on layoff are offered the position.

## **ARTICLE IX DISCIPLINARY ACTION**

Section 1. Disciplinary action shall be initiated by the Company only for just and sufficient cause and any penalty imposed shall be consistent with proven offenses. It is agreed and understood by the parties that the concept of disciplinary action is to first correct the offending employee and all discipline imposed shall be consistent with the offense committed. In this regard, where it is reasonable to assume that a letter of reprimand will correct the offending employee, such course of action will be followed by the Employer.

Section 2. No disciplinary action taken more than one (1) year earlier may be used for progressive discipline or introduced into evidence in any Arbitration proceeding. It is further agreed that in order to consider that an employee has been disciplined, he and the Union shall be furnished a duplicate copy of any disciplinary matter inserted in his personnel file.

Section 3. Prior to taking disciplinary action (letter of reprimand, suspension, or discharge) against any employee in the unit, the affected employee will be advised of his/her right to Union representation in the presence of his/her Shop Steward.

Section 4. Disciplinary action in any form imposed by the Employer shall automatically be subject to the grievance and arbitration procedure.

## **ARTICLE X GRIEVANCE AND ARBITRATION**

Section 1. It is the intent of this Article to establish a means for prompt adjustment of working problems and personal grievances at the job level by conference between the immediate supervisor and the employee involved, provided a Union representative has been given an



opportunity to be present. If not resolved at this informal level a formal written grievance shall be filed. The grievance shall contain a full statement of the grievance and the facts upon which it is based, the contract sections alleged to have been violated, and the action, remedy or adjustment sought. In grievances filed on behalf of individual employees, the grievance shall be signed by the affected employee prior to Step 1 of the Grievance Procedure. Grievances shall be processed according to the steps and time limits specified. These time limits may be extended upon written mutual consent of the parties.

Section 2. Except for payroll adjustments, no grievance shall be filed or processed based on facts, or events, or omissions within the employees' knowledge, which have occurred more than ten (10) working days before such grievance is filed. Both parties agree to exert an earnest effort to settle such grievances promptly through the following steps:

Step 1: The employee involved shall first confer with the Supervisor and/or Department Head in order to amicably settle the matter, provided a Union representative has been given an opportunity to be present. Any and all grievances shall be handled during normal working hours without any unnecessary interruption of work.

Step 2: Should the grievance not be satisfactorily settled by the discussion outlined in Step 1 above, the Union shall submit the grievance in writing to the Project Manager or his designee within five (5) work days thereafter, and this written grievance thus presented must contain the complete factual basis of the complaint including the Article and Section violated, and the corrective action desired. Within five (5) work days from the time the Union submits the written grievance, the Project Manager or his designee shall either grant the corrective action desired, or meet with the grievant, Shop Steward, and Chief Steward, and they will make every effort to settle the dispute. If not satisfactory agreement is reached between the parties, the Project Manager or other appropriate Company official shall within five (5) work days, produce the Company's answer in written form and forward to the Chief Steward. In responding to the grievance, the Project Manager or his designee shall set forth in specific detail the basis of his denial, answering each point or allegation as set forth in the grievance.

A representative of the Union may visit the Company's offices to represent and confer with the Company's employees. A representative of the Union shall make prior arrangements with Management to confer with the Company's employees and shall observe all Company rules during such visits.

Step 3: If the above procedure has been followed and the parties are still unable to settle the grievance, the party initiating the grievance may within thirty (30) work days, request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators from which the Company and the Union shall choose an impartial arbitrator to decide the controversy by the responding party striking one (1) name and the grieving party striking one (1) name and after repeating this procedure until the last remaining name shall be the chosen arbitrator. The arbitrator shall not have the authority to alter, amend, or change the terms or provisions of this Agreement, and his decision shall be limited to the particular grievance in question. The arbitration decision shall be final and binding on both parties.

Section 3. The Union and the Company shall equally share the expenses and fee of the neutral arbitrator. Each party shall make all arrangements, including pay and/or expenses or any



witnesses called or other representatives or persons requested to attend any arbitration case.

Section 4. All time limits prescribed herein may be extended by mutual agreement by the Company and the employee. Failure of the Company to respond shall result in the granting of the relief sought in the grievance. Failure of the Union or employee to present the grievance to the next step within the time limits, shall constitute a basis for the Company denying the grievance.

Section 5. In any case involving discharge or discipline imposed by the Company, back wages, if any are awarded, shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or substitute earnings during the period of discharge or suspension.

## **ARTICLE XI LEAVES OF ABSENCE**

Section 1. When it is necessary for employees to leave their duty for the purpose of attending to their personal business, and provided that reasonable notice has been given the Company, employees will be granted leaves of absence without pay, provided the absences do not interfere with the efficient operation of the Company. Such leave shall not exceed thirty (30) days, but may be extended for additional time upon written request to the Company, if in the Company's judgment such further leave is feasible. The Company shall be under no obligation to an employee on leave of absence and the employee shall not be entitled to the benefits of the Agreement, except to return to work in accordance with the employee's seniority.

Section 2. An employee who is summoned for jury duty or subpoenaed to appear as a witness on behalf of the Company, local, state, or federal government in any court and who actually responds to said summons or subpoena will be paid the difference between the amount of money he actually earned had he worked for the Company during the time he was absent due to jury or witness duty, computed at the employee's regular straight-time rate for an eight-hour day, five days per week. It is understood and agreed that the Company has the right to require satisfactory proof that an employee actually served on the jury panel and the number of days served. An employee released from jury service before the completion of a scheduled workday shall report to the Company by telephone or in person as soon as possible. An employee summoned for jury duty shall promptly notify the Company upon his receiving such summons. Failure of an employee to give the Company prompt notice of receipt of a jury summons or to return to work after release from jury service and being requested to do so by the Company, may, at the option of the Company, result in forfeiture of any benefits under this provision. The Company will not be obligated to pay the above when said subpoena is caused by an employee's employment outside of DynCorp.

Section 3. The parties recognize and agree that all provisions of the Family Medical Leave Act shall apply, as stated in the Company policy except in any instance where the collective bargaining agreement provides for a more favorable benefit.

Section 4. In the event of a death of a member of an employee's immediate family (defined as spouse, children, mother, father, brother, sister, grandparent or grandchildren), such employee shall be granted a maximum of three (3) consecutive days off with straight-time pay (for an eight



(8) hour day) to attend the funeral and/or to attend to administrative details connected with the death of the employee's relative.

It is further agreed that in the event of the death of an employee's mother-in-law or father-in-law, such employee shall be granted a maximum of three (3) days off with straight-time pay (for an eight (8) hour day) to attend the funeral and/or to attend to administrative details connected with the death of the employee's relative.

Section 5. Any employee in military service under the provisions of federal and/or state law shall be returned to his job in accordance with those laws, and shall retain his seniority in accordance with those laws.

Section 6. When it is necessary for employees to leave their duty for the purpose of attending Union business other than organizational activities, and providing reasonable notice has been given to the Company, employees may be granted leave of absence without pay. Such leave of absence shall not exceed thirty (30) days, but may be extended for additional time upon written request to the Company if further such leave is feasible. The Company may grant such leaves for up to five (5) employees at one time, provided the employees do not come from the same work unit, no more than twice a year, and such absence does not interfere with the operation of the Company. An employee on a union-related Leave of Absence for less than thirty (30) days, shall continue to accrue leave benefits while on such leave.

Section 7. Employees who donate blood will be provided two (2) hours paid leave.

## **ARTICLE XII BULLETIN BOARD**

The Company agrees to furnish a bulletin board located in the work area where employees normally check in and check out for the use of the Union for posting of matters relating to Union meetings and other Union matters of a non-controversial, non-political nature only. All such notices as posted by the Union shall be signed by an authorized Union representative.

## **ARTICLE XIII SAFETY, HEALTH AND SANITATION**

Section 1. Any protective devices or other safety equipment necessary to protect employees from injury will be provided by the Company without cost and shall be worn and/or utilized by the employee in the performance of their job tasks. In this connection, the Company will welcome suggestions from employees, or the Union, regarding the need for additional safety equipment, but in view of the Company's responsibility to provide safe working conditions, the Company reserves the right to make a final decision regarding the addition or elimination of safety equipment.

Section 2. The Company shall maintain adequate first aid facilities at all times. The present procedure of using Sentara CarePlex on Coliseum Drive, Hampton, VA satisfies this requirement. In the event an employee suffers an injury on the job in the course of his employment and is required to leave work to go to the doctor, he shall be paid for the balance of his shift on the day

such injury occurs. If the employee is able to return to work after visiting the doctor, he shall do so and shall be compensated for the time spent at the doctor.

Section 3. The Company and the Union agree to recognize that employees from time to time may have meritorious suggestions for improvement of safety conditions in the Company's operations. Therefore, the Company and the Union encourage employees to produce any such safety suggestion in writing and submit it to the Company for consideration. It is further recognized and agreed that the Company may, from time to time, schedule safety meetings and require attendance by employees. Attendance of employees at any such safety meeting which is scheduled with required attendance shall be compensated for the time actually spent incidental to such safety meeting at the employee's applicable rate of pay.

Section 4. The Company shall furnish and maintain clean and adequate washroom facilities for employees. It is recognized and agreed that it is the responsibility of each employee to maintain these facilities in a clean and neat fashion.

Section 5. In the event the Company determines that it is necessary to clean and/or otherwise maintain a piece of equipment, sufficient time will be provided employees during working hours to perform the necessary cleaning and/or normal maintenance work. In this regard, past practice shall prevail.

Section 6. A Joint Safety and Health Committee shall be established for the purpose of making constructive recommendations to the Company. Minutes shall be recorded and copies furnished to the members of the Committee.

Section 7. Should walk-around safety inspection of the Company's premises be conducted by NASA or OSHA pursuant to the provisions of OSHA, the member of the Safety Committee designated by the Union or their alternate, shall have the right to accompany the inspection team during regular duty hours without loss of pay. The Company shall notify the Union's designate or alternate of the upcoming inspection as soon as possible after the Company is notified.

Section 8. The Company will pay up to the sum of \$85.00 for the purchase of safety shoes for all employees, including relief employees required to wear safety shoes in the performance of their job, limited to no more than one (1) pair per year; provided however, that employees in the following classifications may purchase two (2) pairs (up to \$85.00 each) in one year if needed:

Truck Driver, Heavy, Tractor Trailer

#### **ARTICLE XIV HOLIDAYS**

Section 1. The following days shall be observed as holidays under this Agreement:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day



Section 2. A regular employee who is in a pay status of the Company on a holiday recognized herein and who works his assigned schedule during that work week, except for being absent without a legitimate reason, shall receive holiday pay at his straight time pay rate. If an employee is scheduled or requested to work on a holiday, but fails to do so, he will receive no holiday pay unless he has a legitimate reason for not working.

Section 3. An employee who works on one of the above listed holidays shall be paid at time and on-half his straight time base pay for all hours worked on that holiday, in addition to any holiday pay for which he may be qualified.

Section 4. Holiday pay shall be included in computation of weekly overtime.

Section 5. On days which are not recognized as holidays under Section 1 above, but where the Government, because of special events and occasions, substantially reduces the normal activity at the Center and allows reimbursement to the Company, the following provisions shall apply:

- (a) Those employees who are required to work will be paid at their straight-time hourly rate; and
- (b) Those employees who are not required to work will receive pay at their regular straight-time hourly rate.

## **ARTICLE XV VACATIONS**

Section 1. Regular employees shall earn paid annual leave (vacation) as follows:

- (a) Regular employees with less than one (1) year of active service with the Company shall earn one (1) hour annual paid leave per year for every 21.6 man-hours worked.
- (b) Regular employees with more than one and less than seven (7) years of active service with the Company shall earn one (1) hour annual paid leave per year for every 15.3 man-hours worked.
- (c) Regular employees with over seven (7) years of active service with the Company shall earn one (1) hour annual paid leave for every 11.8 man-hours worked.

Section 2. Every three (3) months the Company shall ascertain the desires of eligible employees relative to vacation dates within the following three (3) month period. The Company will give consideration to the personal desires of employees for vacation schedules dependent upon the needs of the Company. However, in the event of a conflict between two (2) or more employees regarding preference for a specific vacation period, such conflict will be resolved finally by granting preference on the basis of classification seniority. All other vacations will be granted on a first come first served basis.

Section 3. Employees who schedule vacations of one (1) week or more in advance of the vacation starting time, will be paid vacation allowance prior to the end of the work shift on the last workday preceding the vacation schedule (including casual days), provided a manual check or additional payroll run is not required.

Section 4. Vacations may be accumulated and carried over from one calendar year to another. No employee may carry over more than 240 hours (30 days) past January 1st of any given year. All vacations, except day-at-a-time casual vacations (eight (8) hours), shall commence on the first work day of the work week. Bargaining unit employees may utilize earned vacation on a daily basis provided one (1) day's notification (prior to 9:00 am. on the preceding workday) is given to the Company office before a vacation is taken, unless the absence is due to illness and the affected employee has exhausted his sick leave entitlement. In cases of absences due to illness, the employee must notify the Company office of the nature of the illness and the desire to take a day of vacation to cover the same as soon as possible, but no later than thirty (30) minutes prior to the beginning of his work shift on the day of the vacation. Any employee guilty of claiming illness to avoid giving one (1) day's notice shall be subject to disciplinary action. Employees successfully completing their probationary period, who leave the Company, shall be paid for accumulated earned vacation. It is understood that employees who give less than two (2) weeks notice of intent to leave the Company's employment will be paid vacation pay due at the convenience of the Company.

Section 5. Employees having vacation leave accrued will be granted vacation leave in increments of tenths of an hour on the following basis:

- (a) Notice is given to Employer not later than 9:00 a.m. on the day preceding the day on which the vacation leave is requested.
- (b) The reason for the requested absence must be legitimate. The supervisor, in the absence of compelling work commitments will grant such requests. The supervisor will make a reasonable effort to arrange a replacement where compelling work commitments exist.
- (c) Legitimate, as used in the context of this Section, shall be interpreted to mean that denial of the requests would impose an unreasonable hardship on the requesting employee.
- (d) Employees having legitimate emergencies will be granted vacation leave. When such occurrences arise, the supervisor shall be notified and no other advance notice shall be required. Emergencies, as used in this context, shall be defined as any unforeseen circumstances beyond the control of the employee. Supervisors retain the right to approve all vacation requests.
- (e) All employees in the bargaining unit shall be treated fairly and equitably in respect to the provisions of this Section.

Section 6. Absence with pay (holidays, vacations, sick leave, any NASA directed shutdowns where work is denied employee) shall count in accrual of vacation time as specified in



Section 1 of this Article. In addition thereto, Union leave of absence, not exceeding ten (10) days duration by affected employees within any one (1) year period, shall also be counted as time worked in accrual of vacation time as specified in this Section.

## **ARTICLE XVI STRIKE NO LOCKOUT**

The Company agrees that during the term of this Agreement, it will not engage in a lockout of its employees. The Union agrees that during the term of this Agreement that there shall be no strikes, sit-downs, slowdowns, work stoppages, boycotts, sympathy strikes\*, picketing, or any other interference with the operations of the Company, directly or indirectly for any reason, and that no officer, agent or representative, or member of the Union shall ever authorize, call, instigate, aid, condone, or acquiesce in any of such action and that no employee covered by this Agreement shall participate in any of such actions.

\* In the event of a work stoppage at a NASA installation, employees covered by this Contract will not be required to enter or exit gates where pickets are posted.

## **ARTICLE XVII UNION REPRESENTATION**

Section 1. Upon prior notice to the Project Manager or his designated representative, authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to. It is expressly agreed that the Employer is hereby released from any and all liability for any injury of any kind to such agent occurring while he is on the premises of the Employer.

Section 2. The Company shall recognize a Shop Steward, designated by the Union in writing, for each work area. Further, the Union shall appoint one Chief Shop Steward and alternate to serve over all work areas. The Chief Steward and all Shop Stewards shall be allowed reasonable time during working hours to investigate complaints, process grievances, and attend meetings with the Company in connection with their collective bargaining responsibility. Alternate Shop Stewards shall act only in the absence of the Steward for which designated as the Alternate. In the absence of the Chief Steward, a Shop Steward shall be designated by the Union in writing to act for the Chief Steward.

Section 3. The Company agrees that unit employees who file a complaint or grievance with the Company will not be questioned, in respect thereto, without advising the employee in the presence of a recognized Steward of his rights to Union representation.

Section 4. In exercising their responsibilities to bargaining unit employees, the Chief Steward and/or Shop Stewards shall guard against the use of excessive or unnecessary work time and will not unduly interfere with the operations of the Company.

Section 5. Chief Stewards and Stewards shall be granted preferential seniority and will be retained without regard to their seniority, as long as the Company has work for which they are qualified to perform. In the event a recognized Union representative is laid off or terminated (for lack of work he is qualified to perform) he shall be the first recalled when work he is qualified to perform becomes available.

Section 6. Nothing in this Article shall be construed as the right to deny the International Representative or Business Agent the privilege of processing a grievance on behalf of a unit employee, or to participate in a grievance meeting conducted in accordance with the Grievance Procedure.

Section 7. The Union shall be free to withdraw a grievance at any step of the Grievance Procedure, without prejudice.

Section 8. Except for compelling or unusual circumstances, employees in the unit will not be suspended or discharged, without first being given the Opportunity for a hearing with the Project Manager. Such employee shall be afforded the right to be accompanied and represented by the Union during said hearing.

## **ARTICLE XVIII NON-BARGAINING UNIT EMPLOYEES PERFORMING BARGAINING UNIT WORK**

Section 1. Employees of the Company who are excluded from the Bargaining Unit by National Labor Relations Board Certification No. 5-RC-8 191, will be permitted to perform work normally performed by the bargaining unit employees for the following reasons only:

- (a) When instructing or training employees;
- (b) When situations arise in a Department and it is necessary for the individual to act for the safety of equipment and personnel;
- (c) When testing operations and equipment; and
- (d) During an emergency or to cover a short period of time when there are no bargaining unit employees, including relief employees, available to do the work and the work cannot be performed on an overtime basis.

In this regard, the Company shall make every reasonable effort to limit such assignments to a minimum, providing qualified employees can be obtained. Nothing herein shall be construed as authorizing any assignment of unit of work to excluded employees which results in the layoff of a bargaining unit employee and/or inhibiting the growth of the bargaining unit.



## ARTICLE XIX HEALTH AND WELFARE

Section 1. The Company agrees that Health, Life, Accidental Death & Dismemberment, and Disability insurance will be continued for eligible employees and their dependents for the life of this Agreement. Relief workers shall not be eligible for this coverage.

Section 2. The Company shall have the right to change insurance coverage, provided all benefits are equal to or better than what is currently provided. The Company will notify the Union of any anticipated changes and will afford the Union the opportunity to review and compare the benefits of the new carrier.

Section 3. There shall be no pyramiding of benefits (i.e., sick leave and vacation hours shall not be used to supplement any disability benefits) except the use of sick leave or vacation to cover the interim period prior to commencement of disability benefits as noted in Section 4, which follows.

Section 4. The Company will insure employees who qualify for disability income do not suffer any loss of pay during the interim period between the beginning of disability and commencement of disability insurance payments. Such disability payment will be sixty percent (60%) of the employee's base salary. In this connection, employees who have sick leave accrued will be granted paid sick leave; employees who do not have sufficient sick leave to cover the interim eight (8) day waiting period will be paid their regular rate of pay for all hours not covered by accrued sick leave, not to exceed five (5) work days. This provision will be limited to not more than one (1) occurrence each calendar year, except in those cases where the affected employee has sufficient sick leave accrued to cover the waiting period or chooses to utilize accrued vacation for this purpose. There will be no limitation on the use of vacation or sick leave to cover the waiting period.

In the event there is an increase in insurance premium during the life of this Agreement, such increase will be borne by the employees or the medical insurance coverage will be adjusted to absorb the increase in cost. In such cases the Union and Company will determine which option to exercise by mutual agreement. In the event of any such increase, the affected employees shall be notified of the increase and the reasons therefore, thirty (30) days in advance of the effective date of the increase. It is further agreed that no adjustment in the insurance rate shall be made except on the anniversary dates of the signing of the

agreement. The individual employee cost of the medical insurance at the effective date of this Agreement shall be \$43,90 per month (\$20.26 bi-weekly).

Effective on the date of ratification of this Agreement, all employees not presently exercising the option to have insurance coverage shall be afforded thirty (30) calendar days to exercise this option. In addition thereto, there shall be additional option periods of thirty (30) calendar days each year of the Agreement. Employees who do not exercise the right to enroll in the insurance program during the option period, will not be permitted to enroll at any other time. It is further agreed that employees who opt for insurance coverage must accept complete coverage.

## ARTICLE XX SICK LEAVE

Section 1. It is understood and agreed that upon the effective date of this Agreement, employees of the Company shall be allowed to accrue five (5) days sick leave (1 hour sick leave for every 52 hours worked). Newly hired employees shall be allowed the right to accrue sick leave in the same manner as regular employees of the Company. However, new hires will not be allowed to utilize sick leave until the completion of their probationary period.

Section 2. Sick leave not used during the employee's year of service for which it was allocated, shall be deemed to be fully earned and may be carried over from year to year. The obligation to carry-over sick leave and to recognize and continue previously accumulated sick leave shall be assumed by any successor to this Agreement.

Section 3. Sick leave will be retained, but will not accrue during layoff or LWOP, provided said layoff or LWOP does not exceed eight (8) months.

Section 4. Sick leave by employees shall normally be utilized in increments of eight (8) hours to cover absences, during the work week, when employees of the Company are unable to report to work because of illness or accident. Sick leave shall be granted on the following basis:

- (a) Notice is given to employer on the day preceding the day on which the sick leave for a doctor's appointment is requested and 30 minutes prior to their shift start for all other sick leave.
- (b) The reason for the requested absence must be explained to the Supervisor, who will in the absence of compelling commitments, grant such requests. The Supervisor will make a reasonable effort to arrange a replacement where compelling work commitments exist.
- (c) Sick leave may be utilized in increments of tenths of an hour for doctor's appointments, provided advance notification is given.
- (d) All employees within the bargaining unit shall be treated fairly and equitably in respect to the provisions of this Section.

Section 5. Normally, a doctor's excuse will not be needed unless the sick leave absence is greater than three (3) work days. If a pattern of abusive sick leave is documented by the Company, the employee may be issued a "Letter of Requirement." This letter will require an employee to cover each absence with a doctor's certification. Letters of Requirements will remain in effect for a period of twelve (12) months. If an employee fails to cover an absence with a doctor's certification or continues to abuse sick leave, they shall be subject to discipline. The Company will review the employee's record after six months. At the discretion of the Company, the "Letter of Requirement" restriction may be removed.



# **ARTICLE XXI** **WAGES AND CLASSIFICATIONS**

Section 1, The Company agrees to pay the following hourly rates for the classifications listed immediately below:

Job Classification	Effective 10/27/00	Effective 10/26/01
Automotive Parts Clerk	\$10.44	\$10.79
Automotive/Truck Maintenance Technician	14.95	15.30
Automotive Worker	10.44	10.79
Bus Operator	12.46	12.81
Disposal Warehouseman	10.74	11.09
Excess Property Data Entry Clerk	10.74	11.09
Freight Traffic Specialist	12.91	13.26
Item Manager	12.39	12.74
Laborer, Truck Helper (Furniture)	10.44	10.79
Metal Shop Cutter/Burner	11.81	12.16
Packer/Shipper	10.74	11.09
Personnel Security Assistant	11.80	12.15
Personnel Security Clerk	10.18	10.53
Property Management Clerk	10.97	11.32
Public Key Infrastructure Clerk	11.45	11.80
Receiving Clerk	10.82	11.17
Senior Purchase Request Processing Clerk	12.39	12.74
Senior Receiving Clerk	11.28	11.63
Senior Storekeeper	11.22	11.57
Senior Supply Cataloger	12.39	12.74
Storekeeper	10.74	11.09
Tool Crib Attendant	13.21	13.56
Transportation Dispatcher/Moving Services Coordinator	11.56	11.91
Truck Driver Medium/Mail	11.05	11.40
Truck Driver, Heavy	10.92	11.27
Truck Driver, Heavy (Furniture)	10.92	11.27
Truck Driver, Heavy, Tractor Trailer	11.86	12.21
Truck Driver, Medium	10.44	10.79
Vehicle Controller	10.92	11.27
Visitor Control/Badge & Pass Clerk	10.44	10.79
Leader	+0.50	+0.50
Relief	9.98	10.33

Section 2. The manning needs of any classification covered by this Agreement shall be determined entirely by the Company. The Agreement will not constitute a guarantee of any particular job or jobs within any particular classification, nor shall it constitute a guarantee of any particular duties or deleting of duties from a classification. However, in assigning new duties from a classification, the principle of equal pay for substantially equal work shall apply, as it shall also apply to all employees within a classification.

Section 3. The Company, at its sole option may implement new classifications and/or job descriptions in light of changed conditions and the Company will offer to bargain with the Union concerning the pay rate.

Section 4. It is agreed and understood that the utilization of the position Leader will be solely at the discretion of the Company, including the determination of the need, number, and employee selected. Any employee assigned as a Lead will receive fifty (50) cents per hour differential while so assigned and in a pay status. In this connection, Leaders will not be responsible to impose discipline or make any recommendation regarding the level of discipline of any Unit employee. Leaders shall be responsible for designating and coordinating work tasks within their work area, relaying orders of Supervisors and assisting in the training of new employees. The Leader shall assume responsibility for the overall performance of their work area as assigned by the Supervisor.

Any disputes that arise out of work assignments or performance evaluation will be handled by the Supervisor and the Shop Steward. The Company will be responsible for ensuring that all Leaders understand and comply with the provisions of this Agreement.

Section 5. The Relief rate above is inclusive of all fringe benefits, except pension. Relief employees are included in the I.A.M. National Pension fund, Plan A, the same as all other employees based on their hours worked as provided for in the Plan.

Section 6. All new employees hired after October 1, 1991 shall receive \$.50 per hour less than the above rates during their first sixty (60) days of employment and cannot bid into another classification until reaching the full rate (unless this requirement is waived by Management).

Section 7. All wage increases shall be effective on the beginning pay period nearest the date such increase is due. The DynCorp pay period is bi-weekly on Friday.

When a regular full-time employee bids into a higher paying classification, the employee shall remain at the same rate of pay for the previous held classification for a period of one (1) month or until the employee has been fully and successfully trained and signed off on all applicable training documentation for the higher classification. If the bidding, regular employee has been previously trained and signed off on all training documentation, that employee will enter the higher classification at the top pay rate of the classification.



## **ARTICLE XXII**

### **Invalidity**

If any Article or Section of this Agreement should be held invalid by operation of law, or by any legal tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect. Upon request of either party, the parties shall meet to negotiate a satisfactory replacement for such invalid provision.

## **ARTICLE XXIII**

### **SUPERSEDING EFFECT OF AGREEMENT**

It is expressly agreed and understood that the wages, working conditions, and fringe benefits provided in this Agreement are in lieu of any and all working conditions and fringe benefits of any kind previously provided by the Company or its predecessor for employees within the bargaining unit.

## **ARTICLE XXIV**

### **MACHINIST NON-PARTISAN POLITICAL LEAGUE**

Section 1. The Company agrees to make payroll deductions available to employees who voluntarily elect to contribute to the Machinist Non-Partisan Political League (MNPL). Employees will not enter or re-enter the MNPL check-off more often than once a year.

Section 2. Upon receipt of a signed appropriate payroll deduction authorization form, the Company shall make the indicated weekly deductions and supply a single monthly check to a location designated by the Union along with an itemized list of individual employees and amounts that make up the total.

Section 3. The Union agrees to indemnify and hold the Company harmless against any and all claims, demands, suits, costs, and/or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company relative to this service.

Section 4. The Company's sole liability is limited to the accuracy of the names and amounts of payroll deductions indicated on the sheets that accompany the total check.

## MACHINISTS NON-PARTISAN POLITICAL LEAGUE CHECK-OFF

Date

I,

Name of Employee

Clock No. \_\_\_\_\_, hereby authorize and direct

Name of Employer

to deduct weekly from my wages the sum of \$ \_\_\_\_\_, and forward this amount monthly to the Treasurer of the Machinist Non-Partisan Political League at 1300 Connecticut Avenue NW, Washington, DC 20036. I hereby authorize that the above amount be deducted each week from my paycheck.

I have executed this wage deduction authorization voluntarily without any coercion, duress, or intimidation and none of the monies deducted are a part of my dues or membership fees to the local union. This authorization and the making of payments to MNPL are not conditions of membership in the Union or of employment with the Company and I understand that the money will be used by the MNPL to make contributions and expenditures in connection with federal elections.

Signature of Employee

### ARTICLE XXV GENERAL PROVISIONS

Section 1. The Company agrees to pay the full cost for all new or renewal license, tests, or examinations required in the performance of work except for state vehicle operator and chauffeurs license.

Section 2. It is understood and agreed that when employees of the Company are required to take job related courses applying to their current or future job classification, those employees will be reimbursed by the Company for all related application, tuition, and required textbook expenses.

Section 3. The Company will make available specialized tools necessary for the automotive/truck maintenance technicians to perform work. Normal basic hand tools will be provided by the employee.



Section 4. The parties recognize and agree that NCI is the prime contractor under a federal government contract (4NAS 1-96010 and as modified) with NASA and as such is responsible for the performance of that contract, including the performance of sub-contractors, if any, pursuant to the terms of the Service Contract Act.

## ARTICLE XXVI PENSION

Section 1. The Employer shall contribute to the I.A.M. National Pension Fund, Plan A, benefits as follows for each 40 hour work week for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement as follows:

\$1.00 per hour effective 29 October 97  
\$1.00 per hour effective 29 October 98  
\$1.05 per hour effective 29 October 99

Section 2. The Employer shall continue contributions based on a forty (40) hour work week while an employee is off work due to paid vacations or paid holidays. Contributions shall be excluded for any hours the employee is not on the active payroll.

Section 3. Contributions shall begin at the completion of the employee's probationary period, but not later than sixty (60) calendar days after date of hire in the case of permanent employees. Temporary/Part-time/Relief employees shall be excluded for a period of ninety (90) days.

Section 4. The I.A.M. Lodge and the Employer adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules adopted by the Trustees of the I.A.M. National Pension Fund, in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

Section 5. The parties acknowledge that the Trustees of the L.A.M. National Pension Fund may terminate the participation of the employees and the Employer in the Plan if the successor collective bargaining agreement fails to renew the provisions of this pension Article. other than to increase the contribution rate or to add job classification or categories of hours for which contributions are paid.

Section 6. This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provision in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Trustees of the I.A.M. National Pension Fund. No grievance procedure, settlement or arbitration decision with respect to the obligation to contribute shall be binding upon the Trustees of the said Pension Fund.

## ARTICLE XXVII DURATION

Section 1. This Agreement shall become effective December 1, 2000 and shall remain in full force and effect until midnight on November 30, 2002 and from year to year thereafter unless either party shall, no more than one hundred and twenty (120) days and at least ninety (90) days prior to any anniversary hereof, notify the other party of a desire to amend or terminate this agreement. In the event of such notice being given, the parties shall meet for the purpose of negotiating a new Agreement.

Section 2. No Agreement, waiver, alteration, understanding, variation, or modification of any terms or conditions contained herein shall be made by any employee, group of employees, or Union Business Representative with the Company, and in no case shall it be binding upon the parties hereto unless such Agreement is made and executed in writing between the parties hereto, and the same has been ratified by the Union.

Section 3. The waiver of, or any breach of conditions of this Agreement, by either party, shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

Section 4. This agreement constitutes the sole and entire agreement between the parties, and supersedes all prior agreements, commitments, and practices, whether written or oral between the predecessor employer and the Union, or the predecessor employer and any covered employee or employees. No matter or matters shall be the subject of collective bargaining negotiations during the term of this agreement, even though such matters may not have been negotiated upon previously nor within the knowledge or contemplation of either or both of the parties at the time of negotiations for this agreement.



**THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF the parties hereto have executed this Agreement,

this \_\_\_\_\_  
Date

**DYNCORP TECHNICAL SERVICES, INC.**

**DISTRICT LODGE 74,  
INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE  
WORKERS**

\_\_\_\_\_  
W. A. Tucker  
Director, Labor Relations

\_\_\_\_\_  
Larry Young  
Directing Business Representative

\_\_\_\_\_  
James M. Abell  
Program Manager

\_\_\_\_\_  
Otis L. Jones  
Chief Steward

\_\_\_\_\_  
Bernice Jones  
Negotiating Committee

\_\_\_\_\_  
C. Darleen Jones  
Negotiating Committee



AGREEMENT BETWEEN  
DYNCORP TECHNICAL SERVICES, INC.

And

INTERNATIONAL UNION,  
SECURITY, POLICE AND FIRE PROFESSIONALS OF  
AMERICA (SPFPA)

and its

AMALGAMATED LOCAL NO.451 (SPFPA)

February 10, 2000 through February 9, 2003

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## **PREAMBLE**

This Agreement is entered into with an effective date of the 10 day of February, 2000 between DynCorp Technical Services, Inc., hereinafter referred to as "Employer", and the INTERNATIONAL UNION. UNITED PLANT GUARD WORKERS OF AMERICA (UPGWA) and its AMALGAMATED LOCAL UNION NO.451, hereinafter jointly referred to as the "Union".

Pronouns of either gender used in this Agreement are equally applicable to the masculine and feminine genders.

## **ARTICLE 1**

### **PURPOSE AND SCOPE OF AGREEMENT**

- A. It is the intent and the purpose of the parties hereto to set forth herein the basic agreement covering wages, hours of work, and conditions of employment to be observed between the parties hereto, and to provide a procedure for prompt, peaceful adjustment or settlement of grievances to the end that there shall be no interruptions or impeding of work, work stoppages, strikes or lockouts during the term of this agreement.
- B. This Agreement shall apply to the Employees, as defined in Article II of this Agreement, who are now employed or who are hereafter employed by the Employer at the Employer's operation at the NASA Langley Research Center in Hampton, Virginia.

## **ARTICLE 2**

### **RECOGNITION**

The Employer hereby recognizes the Union as the exclusive bargaining representative with respect to rates of pay, hours of work, and other conditions of employment for the following bargaining unit as certified by the National Labor Relations Board in Case No. 5-RC-12048: All full time and regular part time Security Guards as defined in Section 9(b)(3) of the National Labor Relations Act, as amended, including sergeants and dispatchers employed by the Employer at its Langley Research Center, Hampton, Virginia location, but excluding all Badge and Pass employees, lieutenants, office clerical employees, and supervisors as defined in the Act.



## ARTICLE 3

### PROBATIONARY PERIOD

#### Section 1:

An employee shall be a probationary employee until he has worked for the Employer on the site for ninety (90) calendar days. After he has worked such a period, the employee, if full time, shall gain seniority status and his seniority date. shall revert to the first day the employee earns wages from the Employer for employment at this site.

#### Section 2:

During the probationary period, the employee may be disciplined, laid off, transferred, discharged or subject to any other action by the Employer with cause and without resort to the grievance and arbitration procedures by the employee or the Union on his behalf.

#### Section 3:

**A part-time employee who accepts full-time status with the Employer shall be subject to an additional probationary period of sixty (60) calendar days beginning the date he starts the full-time position. During this probationary period, the employee may be returned to part-time status with cause and without resort to the grievance and arbitration procedures by the employee or the Union on his behalf.**

## ARTICLE 4

### EMPLOYEE DEFINITION

#### Section 1:

A full time employee shall be defined as an employee hired with the understanding that he/she will be regularly scheduled to work 40 hours a week.

#### Section 2:

A part time employee shall be defined as an employee hired with the understanding that he/she will be assigned work when work is available.

#### Section 3:

Part time employees will be assigned work to permit full time employees to work a schedule which is as reasonable and predictable as possible, based upon the length of continuous service with the Employer or the Employer's predecessor(s) at Langley Research Center.

#### Section 4:

Nothing in this Agreement shall be construed as a guarantee of any number of hours of work.

## ARTICLE 5

### AUTHORIZED PAYROLL DEDUCTION

#### Section 1:

The Employer agrees, subject to the provisions and definitions contained in this Agreement, to deduct Union dues, initiation fees, and/or other authorized deductions from the wage of employees.

#### Section 2:

The Union agrees to furnish to the Employer authorization for payroll deduction, signed by the bargaining unit employee.

#### Section 3:

All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing or pay an amount equivalent to the Union dues. Present employees who are not members of the Union and/or employees who are hired hereafter, shall become and remain members in good standing in the Union or pay an amount equivalent to the Union dues at the close of the last pay period in each month. This money is to pay the Union's cost of representing employees for the purpose of collective bargaining and this authorization is not conditioned on present or future membership in the Union.

#### Section 4:

Dues and other deductions from bargaining unit employees pay shall be monthly forwarded to the Local Union No.451 along with a list of the names, the amount deducted from each employee, and the total amount forwarded. The monthly deductions shall be forwarded to the local Union no later than fifteen (15) days after the end of the month for which the sums were collected. The check shall be made out to the Local Union 451, United Plant Guard Workers of America, and sent to its named address.

#### Section 5:

Full time employees shall have deducted the equivalent of two (2) hours straight time pay per month for Union dues.

#### Section 6:

Part time employees shall have deducted the equivalent of one (1) hour straight time pay per month for Union dues. However, should a part time employee work 160 hours or more in anyone month, for this month he/she shall have deducted the equivalent of two (2) hours straight time pay for Union dues.

#### Section 7:

When an employee's earnings are insufficient to cover the authorized deduction, the deduction shall be made in the next payroll period in which sufficient earnings are available.

#### Section 8:

The Union agrees to indemnify the Employer and hold it harmless against any



and all suits, claims, demands, and liabilities including monetary damages, back pay or penalties for which the Employer is held liable by a judgment in a court of competent jurisdiction as a result of the Employer's compliance with the foregoing provisions of this Article and for attorney's fees and court costs incurred by the Employer in connection therewith.

## ARTICLE 6

### MANAGEMENT RIGHTS

#### Section 1:

Except as expressly modified elsewhere in this Agreement, management of the business and direction of the security forces are exclusively the right of Management. Those rights include, but are not limited to, the rights to:

- (a) Hire;
- (b) Determine the number, location, and type of guard posts and guards;
- (c) Assign work;
- (d) Discontinue, temporarily or permanently, any posts;
- (e) Promote, demote, transfer, discharge, discipline, or suspend for just cause;
- (f) Maintain order and efficiency of operations;
- (g) Determine the number of shifts and the starting and quitting times of each shift;
- (h) Require employees to obey Employer rules and regulations relating to the operation of the company at the site and to acceptable employee conduct as are presently in effect or which may be changed or modified from time to time by Employer;
- (i) Decide on the supplies, equipment, or weapons to be used;
- (j) Determine the size of the work force, including the number of employees assigned to any particular shift;
- (k) Determine when overtime shall be worked;
- (l) Establish hours of work;
- (m) Lay off employees or relieve them from duty for lack of work or other reasons and to recall employees.

Section 2:

The above rights of management are not all inclusive but indicate the type of matters or rights which belong to and are inherent to management. Any of the rights, power, or authority the Employer had prior to the signing of this Agreement are retained by the Employer except those specifically abridged or modified by this Agreement and any supplemental agreements that may hereafter be made. The Employer's failure to exercise any function reserved to it shall not be deemed a waiver of any such right.

**ARTICLE 7**

**UNION REPRESENTATION**

Section 1:

The Union's Local President and/or International Representative or their designees may be permitted access to the Employer's offices at the site at mutually agreeable times upon reasonable prior notification to the Employer for the sole purpose of considering matters covered by this Agreement. The Union's business representative shall not engage in any activities which interfere with the work of any employee covered by this agreement.

Section 2:

There shall be no Union business and no solicitation of any nature on behalf of the Union during an employee's working time except in accordance with the grievance and arbitration procedures.

**ARTICLE 8**

**UNION STEWARDS**

Section 1:

The Union shall be entitled to be represented by not more than one steward on each shift. The Union is responsible for notifying the Employer, in writing, as to the individuals officially designated to act as shift stewards. An employee shall not be permitted to engage in steward duties until such notification is received. Each shall have an alternate steward; he shall handle grievances only when the regular shift steward is not at work.

Section 2:

A steward, in addition to performing his assigned work, may be permitted, during working hours to the extent practicable, based on Employer's business needs, to assist in the settlement of grievances in accordance with the grievance and arbitration procedures of this Agreement. The steward shall not abuse his office and shall perform his steward duties as expeditiously as possible with a reasonable amount of time for the performance of such duties being approved by the Employer, when practicable. A steward shall not leave his duty assignment or post on any Union business without first obtaining approval of the shift supervisor. Upon returning to his duty assignment or post, the steward shall immediately notify the shift supervisor. In no case shall a steward interfere with the orderly operation of Employer's work.



## ARTICLE 9

### HOURS OF WORK

#### Section 1:

The normal work day of security coverage at the work site shall be from 12:15 a.m. to 12:15 a.m. the following day. The normal work week of security coverage at the work site shall be from Friday, 12:15 a.m. to the following Friday, 12:15 a.m.

#### Section 2:

The normal work day for an employee shall consist of eight (8) hours. The normal work week for an employee shall be forty (40) hours.

#### Section 3:

Standard work shifts shall be as follows:

- A. The first shift commences at 12:15 a.m. and ends at 8:15 a.m.
- B. The second shift commences at 8:15 a.m. and ends at 4:15 p.m.
- C. The third shift commences at 4: 15 p.m. and ends at 12: 15 a. m.

#### Section 4:

Normal work schedules will be prepared and posted weekly for the following fourteen-day (14-day) period. Changes to the normal work schedule may be made due to an emergency or changed work conditions. A copy of the work schedule shall be posted at a place convenient to security personnel.

#### Section 5:

Nothing in this Agreement shall be construed as a guarantee of any number of hours of work per day or per week.

#### Section 6:

Full time employees shall have as predictable a work schedule as possible to accommodate their desire to be off two (2) consecutive days.

## ARTICLE 10

### OVERTIME

#### Section 1:

Employees will be paid an overtime rate of one and one half (1.5) times their base wage rate for hours worked in excess of forty ( 40) hours in any one work week.

#### Section 2:

Employees will be paid a rate of two (2) times their base wage rate for work

performed on the seventh (7th) and eighth (8th) consecutive workdays.

Section 3:

There shall be no pyramiding of overtime pay. Neither time and one half or double time shall be paid more than once for the same hours worked.

Section 4:

No full time employee's regular work schedule shall be reduced solely for the purpose of avoiding overtime for consecutive hours or days worked within the regular work week.

Section 5:

The Employer has the right to require an employee to work beyond his normal eight (8) hour shift or beyond his normal forty (40) hour week. The Employer shall first seek volunteers to work the additional hours, if the number of volunteers fail to cover the jobs then the part time employees shall be assigned the overtime work after prior notice, if the number of aforementioned employees fail to cover the jobs the full time employees will be assigned to the jobs based on the employee with the less seniority on that shift.

Section 6:

Employees offered overtime or having the opportunity to work overtime but refuse shall be credited with having worked the overtime for purposes of equalization for the pay overtime records.

Section 7:

A written record of overtime worked by the employees on each shift will be maintained by the Security Branch Manager's office. The overtime record will indicate the date and amount of overtime being credited to the employee. Employees will be credited with overtime worked by recording the number of actual overtime hours worked. Employees unable to work overtime, when requested, shall be deemed to have worked the hours asked to work. The Union shall be entitled to review employee overtime records on a periodic basis.

Section 8:

It shall be clearly understood by the parties that in scheduling overtime, the Employer will give as much advance notice to the employee as possible, and where possible will give three (3) days notice.

## **ARTICLE 11**

### **HOLIDAYS**

Section 1:

Full time employees shall receive ten (10) paid holidays per year. Holiday pay shall be eight (8) hours of straight hourly rate. Holidays to be observed are New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.



**Section 2:**

Part time employees and probationary employees will not receive paid holidays, but will be paid holiday overtime when working one of the named holidays at the rate prescribed below.

**Section 3:**

The named holidays will not be observed as non-work days. However, full time employees working on those holidays will receive the same pay rate as they would normally receive on a regular work day in addition to the eight (8) hours pay for the holiday. Part time employees and probationary employees will be paid at a rate of two (2) times their base hourly rate for hours worked on a named holiday.

**Section 4:**

An employee who is absent without an acceptable excuse on the work day immediately preceding or the work day immediately following a holiday shall forfeit his/her right to be paid for such holiday. Absence due to verifiable sickness shall constitute an acceptable excuse. The Employer reserves the right to require a doctor's certificate in cases where absence is repeated or otherwise appears suspicious,

**Section 5:**

An employee scheduled to work on a holiday who fails to work his/her complete tour of duty shall not receive holiday pay except for just cause.

**Section 6:**

An employee on layoff shall not be entitled to any holiday pay for holidays falling during the layoff,

## **ARTICLE 12**

### **VACATION**

**Section 1:**

Full time employees shall accrue vacation leave in accordance with the following schedule:

1. Full time employees with less than five (5) years of active service with the Company accrue .0385 hours for every one (1) hour worked. On a 40-hour work week this would equal 1.54 hours of vacation (80 hours annually).
2. Full time employees with less than twelve (12) years and greater than five (5) years of continuous service with the Company shall accrue .05775 hours for every one (1) hour worked. On a 40-hour work week this would equal 2.31 hours of vacation (120 hours annually).
3. Full time employees with twelve (12) or more years of continuous service

with the Company shall accrue .0769 hours for every (1) hour worked. On a 40-hour work week this would equal 3.08 hours of vacation (160 hours annually).

Continuous service is defined as the period of uninterrupted employment with the Employer and/or with the Employer's predecessors at the NASA Langley Research Center in Hampton, Virginia.

Section 2:

Each full time employee will accrue vacation time weekly while in pay status, not to exceed 40 hours. Vacations must be scheduled in advance and approved by the Employer in order to schedule vacations without severe impact on the work, but the Employer will make every effort to honor the employee's requested time of vacation.

Section 3:

Full time employees taking an earned and approved vacation shall be paid for the vacation in accordance with the normal company payroll schedule. This schedule is payment of wages due five (5) work days following the end of the pay period. However, should the employee desire payment of vacation time prior to beginning the vacation he/she must submit the proper company paperwork to Payroll two (2) weeks prior to the first day of scheduled time off. Advance vacation pay will only be granted in 40-hour increments. Vacation pay shall be at the employee's rate of pay at the time of beginning the vacation.

Section 4:

Vacations may be accumulated and carried over from one year to another, not to exceed 240 hours (30 days). Bargaining unit employees may utilize earned vacation on a daily basis provided one (1) day's notification is given to the company before a vacation is taken, unless the absence is due to illness and the affected employee has exhausted his/her sick leave entitlement.

Section 5:

Granted vacations will be scheduled so as not to interfere with the efficient operation of the Employer. The Employer shall determine the number of employees who may be scheduled for vacation at any period of time. In determining vacation schedules, the Employer shall give preference to employees with greater seniority within job classifications when there is a choice to be made between employees requesting the same vacation period, provided that the more senior employee made timely application for the vacation period. Employees will be notified as soon as possible if requested time off is to be granted.

Section 6:

A part time employee who becomes full time shall start accruing vacation time on the first work day as a full time employee.

Section 7:

Once a vacation has been approved and the employee notified, it shall not be revoked except in case of any emergency, as determined by the Employer.



Section 8:

Full time probationary employees will begin accruing vacation on their first day worked. Employees with earned vacation time shall be paid for all time accrued upon leaving the employment of the Company. The vacation payout will be paid in the next pay period following completion of the pay week of departure.

Section 9:

Employees are required to submit vacation requests in writing to the shift supervisor prior to the requested vacation.

Section 10:

If a holiday occurs during a vacation the employee will be paid for said holiday and the holiday will not be counted as a vacation day.

Section 11 :

Absence with pay (holidays, vacation, sick leave, jury duty, or any NASA-directed shutdown when work is denied employees) shall count in accrual of vacation time, as specified in Section 1 of this article.

## **ARTICLE 13**

### **CALL-IN AND REPORTING PAY**

Section 1:

Employees are required to report for work at their scheduled starting times. An employee shall notify the on-duty shift supervisor at least three (3) hours prior to his scheduled starting time if he is unable to report to work. In those cases where an emergency arises within three (3) hours of the employee's starting time, or an occasion such as employee illness develops within three (3) hours of the employee's starting time, the employee or a family member shall notify the shift supervisor as soon as possible.

Section 2:

An employee needing to be absent from work due to personal injury, illness, or death in the immediate family will notify the designated agents per Section 1 at least three (3) hours before the starting time of the scheduled work shift.

Section 3:

An employee who reports for work at his regular starting time or has been called in to work and has not been advised, either orally or in writing, not to report shall receive a minimum of four (4) hours work or four (4) hours pay at his regular straight-time hourly rate, provided that the employee is regularly scheduled to work at least four (4) hours.

Section 4:

The provisions of Section 3 above shall not apply if the Employer is unable to advise the employee not to report, or to provide the work because of Acts of God or other conditions or causes beyond the control of the Employer .

## ARTICLE 14

### FAIR EMPLOYMENT PRACTICES

#### Section 1: Employment Practices

The Company and the Union agree that no person employed or seeking employment shall be discriminated against by reason of race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation -and selection for training, including apprenticeship,

#### Section 2: Age Provisions

No person employed or seeking employment shall be discriminated against by reason of age, except on the basis of a Bona Fide Occupational Qualification, retirement plan, or statutory requirement,

#### Section 3: Compliance with Laws and Regulations

The parties agree to comply with all applicable Federal laws and executive orders pertaining to nondiscrimination and equal opportunity in employment, including all orders which are applicable to Government contract operations conducted by the Company at NASA Langley Research Center.

#### Section 4: Affirmative Action Plan

The parties recognize the requirement that the Company, as a Federal government contractor, adopt an affirmative action plan which includes goals, objectives and timetables for the requirement, employment, training, and upgrading of minority employees, female employees, handicapped employees, disabled veterans and veterans of the Vietnam Era employees. The Union agrees to support the Company's Affirmative Action Plan and will assist in the achievement of established goals and objectives within the bargaining unit covered by this Agreement.

#### Section 5: Americans with Disabilities Act (ADA)

The Union and the Company will comply with the provisions of the Americans with Disabilities Act.

#### Section 6: Federal Family Medical Leave Act

The Company and the Union agree to comply with the Federal Family and Medical Leave Act.



## ARTICLE 15

### GRIEVANCE PROCEDURE

#### Section 1:

For the purpose of this Agreement, the word "grievance" means any dispute as to the meaning, application, or interpretation of the terms of this Agreement. Probationary employees shall not have any rights under the grievance procedure.

#### Section 2:

In order to be processed, all grievances must be presented at the first step within five (5) working days of the event giving rise to the grievance. In the case of a discharge, the parties agree to proceed directly to the Step 3 meeting within five (5) working days after a timely written grievance is submitted to the Employer.

#### Section 3:

A grievance shall be processed pursuant to the following procedure:

##### Step 1:

The employee, with or without his steward, shall meet with his shift supervisor to discuss the grievance within five (5) working days of the event which is the subject of the grievance. If the grievance is not resolved within three (3) calendar days of the meeting, it may be processed in accordance with Step 2.

##### Step 2:

The grievance shall be reduced to writing on prescribed forms provided by the Union, dated, signed by the aggrieved party and presented to the Security Branch Manager within five (5) working days of the step 1 meeting.

The Security Branch Manager will meet the Chief Steward or Local President within five (5) working days of receipt of the grievance and a written response to the grievance will be provided to the Union's Chief Steward or Local President within five (5) working days of the meeting.

##### Step 3:

A meeting shall take place within seven (7) working days after the Employer's response to the Step 2 meeting. The meeting shall be attended by the grievant, steward, Local President, and/or International Representative of the Union or their designee(s), the Security Branch Manager, and the Contract Manager. In the event the grievance is not satisfactorily settled within seven (7) work days after the Step 3 meeting, it may be submitted to an impartial arbitrator in accordance with the arbitration procedure. Also, it is understood that the Employer may submit to arbitration any matter concerning the interpretation or application of a specific provision of the Agreement.

##### Step 4:

Should the grievance remain unsettled after the Step 3 hearing and receipt of the Employer's answer, the Union may, by written request, refer the grievance to arbitration. The written

request must be received by the Employer within twenty (20) working days after the Step 3 answer in order to be timely submitted to arbitration.

Section 4:

It is the intention of the parties that the time limitations and the requirements of the grievance procedure be rigidly followed, and that no grievance may be processed outside the stated limit except that if an answer is not given by the Employer within the time limits prescribed by any of the steps, the Union may appeal the grievance to the subsequent step. An untimely grievance shall not be considered by an arbitrator unless both parties agree to the hearing.

Section 5:

For the purpose of the time limitations of this Article, a work day is defined as Monday through Friday. Time limits may be extended by mutual written agreement of the parties. Holidays are also excluded from the time limit count.

## **ARTICLE 16**

### **ARBITRATION PROCEDURE**

Section 1:

The parties shall attempt to choose an arbitrator by mutual agreement within fifteen (15) calendar days from the date of the Employer's receipt of the Union's written appeal to arbitration. If the parties are unable to agree, then the Union or Employer may file for arbitration with the Federal Mediation and Conciliation Service.

Section 2:

The arbitration case, when filed with the Federal Mediation and Conciliation Service, shall be handled in accordance with their rules and procedures.

Section 3:

The arbitrator shall have no power to add to, or subtract from, or amend or modify any of the terms of this Agreement or any Supplementary Agreement nor to rule on any matter except while this Agreement is in full force and effect. The arbitrator's decision shall be based exclusively on evidence presented at the arbitration hearing. The arbitrator's decision shall demonstrate that he has thoroughly considered the arguments advanced by each party and cite the provisions of the Agreement serving as the basis for the decision.

Section 4:

The arbitrator shall have no power to establish or change wage or wage scales.

Section 5:

The decision of the arbitrator shall be issued as promptly as possible. His decision shall be final and binding upon the Employer, the Union, and the grievant.



Section 6:

The compensation of the arbitrator and his expenses incidental to the arbitration shall be borne equally. Each party shall bear the expense of preparing its case and shall make arrangements for the pay and expenses of witnesses called by them.

Section 7:

All awards of back wages shall be limited to the amount of wages and benefits the employee would otherwise have earned from his straight-time employment with the Employer less any wages or unemployment compensation.

Section 8:

Unless the parties agree in writing to the contrary, an arbitrator may hear only one (1) grievance.

## **ARTICLE 17**

### **TRAINING**

Section 1 :

The Employer shall provide reasonable training and instruction for all bargaining unit employees. The Union agrees to support all reasonable efforts to train employees.

Section 2:

The Employer shall continue to train and qualify bargaining unit employees without causing the employee to suffer any lost wages for the training or qualifying time.

Section 3:

An employee attending scheduled training when not otherwise working shall be compensated a minimum of four (4) hours pay at his regular straight time hourly rate.

Section 4:

The Company shall provide all necessary equipment, materials, weapons, locations and personnel as needed in the training and requalification courses that are required by the Commonwealth of Virginia and NASA without cost to the bargaining unit employee. This includes the cost of weapons permits.

Section 5:

Every guard will be required to successfully pass both a written and firing requalification examination twice each year. If a guard fails to pass the individual firearms qualification/requalification, he/she will be given the opportunity to retake the firearm test within the following ten (10) calendar days. Failure to pass on the second opportunity will be considered just cause for discharge of the employee.

Section 6:

The Employer shall provide fifty (50) to sixty (60) rounds of ammunition to fire for sight adjustment and/or warm-up.

Section 7:

The Union shall be notified the same day that the bargaining unit employee/employees fail(s) the firearms/written qualifications.

**ARTICLE 18**

**PHYSICAL EXAMINATIONS & DRUG TESTING**

Section 1:

The Union recognizes the Employer's obligation to its NASA client to provide a physically fit, mentally alert, and drug-free security force.

Section 2:

Each employee will be required to undergo a medical test for vision and hearing and a reasonable agility test once each year.

Section 3:

Should the employee fail to pass the NASA-required vision and hearing test, the employee shall have the option of scheduling and undergoing a repeat of the examination by his personal physician or a physician of his choice. For this retest, the Company will pay the employee a one-time payment of Fifty Dollars (\$50.00). The employee will pay any charge over this amount.

Section 4:

Should the employee's physician declare the employee physically fit to fulfill his/her job duties, the Employer will accept that opinion. Should the employee's physician declare that the employee has a correctable, or controllable, physical condition and that the employee is on medical corrective program, and that the employee may immediately or within a reasonable time resume duties, that opinion shall be accepted by the Employer.

Section 5:

Should the physical examination reveal a medical problem, all expenses associated with correcting the malady, including further medical testing or expenses, shall be borne by the employee.

Section 6:

Each employee shall be subjected to random drug screening tests. The cost of drug testing and screening shall be borne by the Employer.

Section 7:

The Employer's and the Union's joint concern is that bargaining unit employees are in a condition to perform their assigned duties safely and efficiently.

Section 8:



If an employee voluntarily seeks treatment prior to testing and satisfactorily completed a drug abuse and / or alcohol Rehabilitation Program and is certified drug abuse and / or alcohol free by a doctor of medicine, the Employer shall take no disciplinary action.

Section 9:

The Employer shall test for alcohol and specified controlled substances at agreed upon levels. The Employer shall not test or modify the existing test level without first bargaining with the Union (See Exhibit A for test levels)

Section 10:

The employee will be tested when reasonable suspicion based on identifiable facts exist, wherein an employee displays characteristics of impaired behavior, erratic behavior (such as: loss of normal motor skills, slurred speech, abnormally dilated or constricted pupils, involved in a property damage or personal injury accident, uncharacteristic demeanor) or the odor of alcohol. The cost of drug testing and screening shall be borne by the Employer.

Section 11:

All decisions as to whether or not just cause for controlled substance(s) and/or alcohol testing exist will be made by at least two management employees before and employee is required to submit to testing. The Union Representative, when requested shall be made available to the employee prior to testing.

Section 12:

An employee who tests positive for drugs and/or alcohol will be considered to be in violation of this article. An employee who refuses to be tested for drugs and/or alcohol will be considered to be in violation of this article.

Section 13:

An employee considered to be in violation of this article shall be subject to immediate disciplinary action up to and including discharge. The Union Representative, when requested, will be made available to the employee prior to disciplinary action. An employee retains the right to file a grievance protesting the severity of the discipline imposed or the facts surrounding the Employer's action.

Section 14:

An employee who tests positively and is not discharged shall be tested at unspecified times, maximum of three, for the next twelve (12) months and such will be a condition of his continued employment. If tested positive during this twelve (12) month period, the employee will be discharged, unless the Employer otherwise agrees not to. Subsequent violations will result in immediate discharge.

Section 15:

Information with respect to the controlled substances and alcohol shall be treated in a confidential manner and in conformity with applicable legal requirements.

## ARTICLE 19

### SENIORITY

#### Section 1:

- A. Seniority shall be defined as the length of time a full time employee has continuously been employed in full-time status by the Employer or its predecessors in the collective bargaining unit. In the event a part-time employee becomes a full-time employee, his seniority for the purpose of layoff and recall rights shall date from the first workday as a full-time employee.

A seniority list shall be maintained by the Employer for operations covered by this Agreement.

- B. Part-time employees with continuous service with the Employer or the Employer's predecessors at the work site shall be recognized for the purpose of promotions and hours of work.

A separate continuous service list shall be maintained for part time employees.

- C. Seniority for employees hired on the same date shall be determined alphabetically.
- D. An employee's seniority as a full time employee shall commence after the completion of his probationary period and shall be retroactive to the date of hire or first workday as a full-time employee, whichever is later.

#### Section 2:

Seniority shall terminate if:

- A. An employee is discharged for just cause.
- B. An employee voluntarily quits.
- C. An employee is laid off for more than twelve (12) months.
- D. Failure to comply with recall from layoff within the time frame of two weeks once the employee had been notified.
- E. Failure to report for work upon expiration of an approved leave of absence unless due to a substantiated emergency then the leave shall be extended for the duration of said emergency.
- F. Accepting other employment without approval of the Employer while on an approved leave of absence.
- G. Unexcused absence from work for a period of three (3) consecutive work days.



- H. Upon determination of permanent total disability under worker's compensation.

Section 3:

Seniority will continue to accrue during a layoff up to 12 months and during approved leaves of absence.

Section 4:

Seniority shall apply only to those provisions of this Agreement regarding layoff and recall, provided that the employee is qualified. The Employer shall determine qualifications based upon relative skills, ability, and performance of the employees.

## ARTICLE 20

### LAYOFFS

Section 1:

When a reduction-in-force is contemplated, the following (in the following order) shall apply:

1. Probationary employees shall be laid off first.
2. Full time employees shall be laid off on the basis of the employee(s) with the least seniority if, an additional Employee(s) is to be reduced from the work force.

Section 2:

Full time employee(s) will be afforded an opportunity to be reclassified as a part time employee and retain full seniority and seniority rights over any part time employee(s).

Part time guard(s) are primarily used to cover absences of full time guards short-notice special projects, and other unforeseen circumstances where additional guards are required. It is not the intent of the Company to utilize part time guards to replace full time guards.

Section 3:

The Employer shall recall affected employee(s) on the basis of seniority, providing they are qualified to perform bargaining unit work.

Section 4:

Employee(s) shall continue to retain recall rights for a 12-month period commencing from the date of the layoff.

Section 5:

When the Employer determines that a reduction in force is necessary, the members of the Grievance Committee, Local President, Vice President, Secretary- Treasurer, and Recording Secretary shall be retained under the

superseniority clause. The intent of this provision is to retain an active employment union representative(s) for administration of this Agreement.

## **ARTICLE 21**

### **PROMOTIONS**

#### **Section 1:**

In cases of promotion, the Employer will consider the seniority of the employees; however, the Employer reserves the right to make its selection based upon the relative skills, ability and performance of the employees, as determined by the Employer. When skills, ability and performance are equal, seniority will control.

#### **Section 2:**

The Employer's policy is, to the extent possible, to promote from within. However, the Union recognizes it is the sole prerogative of the Employer to determine qualification requirements for a particular job and to assess the qualifications of individuals, and to make the selection for a particular job. Additionally, the Union recognizes that security positions often require special State certifications or other specialized qualifications.

Nevertheless, the Employer will, to the full extent practical, post job openings and upcoming promotions on the Security Branch bulletin board. Any employee will be permitted to apply for any posted job opening.

## **ARTICLE 22**

### **UNIFORMS**

#### **Section 1:**

The Employer shall furnish sufficient uniform articles to permit the employees to maintain uniforms in a clean and presentable condition. Employees are responsible for always reporting to work in a clean and well kept appearance.

## **ARTICLE 23**

### **LEAVES OF ABSENCE**

#### **Section 1:**

Non-probationary full time employees shall be eligible for the following leaves in accordance with the procedures set forth below. All leaves shall be in writing and signed by the Employer and the employee receiving same.

##### **A. Military Leave**

1. An employee who is a member of a Reserve unit or National Guard



member shall be granted a leave of absence and be paid the difference between the amount of pay he/she received from the Federal or State government and his/her regular weekly pay for such duty up to a maximum of two weeks (80 hours) per year (when ordered for annual training). Such items as subsistence, rental, and travel allowance shall not be included in determining pay received from the Government.

2. Leave of absence for the performance of duty with the U.S. Armed Forces or with a reserve component thereof, shall be granted in accordance with applicable law.

B. Union Business

An unpaid Union leave for up to five (5) work days may be granted to an employee to attend International Constitutional Conventions, regional and/or state conferences, etc., provided that no more than one (1) employee shall be granted this type of leave at any time.

C. Medical Leave

Unpaid medical leave of absence, including pregnancy, may be granted should an employee exhaust his/her earned sick leave, for a period of up to 90 days. Unpaid medical leave for Workers Compensation disabilities may be granted for a period of up to fifteen (15) months. Inability to work for medical reasons must be verified by a doctor's certificate. The Employer has the right to verify the reason for the employee's absence; and, prior to returning to work, the Employer may require that the employee be certified as being physically able to return to work.

D. Emergency Leave

An unpaid leave of absence, not to exceed one (1) month, may be granted under emergency or other situations at the sole discretion of the Employer.

E: Jury Duty Pay

Any employee unable to work his/her regular schedule due to being called for jury duty shall be paid by the Company his regular base pay for the time missed. The Company will require the employee to provide proof of jury duty service.

F: Witness Pay

Any employee called to serve as a witness by the company in a court proceeding due to his job function shall receive his regular rate of pay while serving in that capacity.

Section 2:

Employees returning from an unpaid leave of absence who have not scheduled a specific date on which they are to return must notify the Security Branch Manager, in writing, before they intend to return to work.

**ARTICLE 24**

**BEREAVEMENT LEAVE**

Section 1:

In the case of the death of an employee's spouse, child (natural, adopted or step), mother, father, sister or brother, grandparent, grandchild, present mother-in-law or father-in-law, such employee shall be allowed not more than three (3) days off with pay between the date of death and up to and including the day after the funeral for actual time lost from work because of the death. Bereavement leave shall not be used to compensate an employee for a day on which the employee is not scheduled to work, including vacation periods, leaves of absence, disability and Workers Compensation leaves.

Section 2:

In order to receive bereavement leave pay, a death notice or other satisfactory proof of death must be submitted to the Employer. The employee must also furnish satisfactory proof of the relationship with the deceased. The employee must notify and advise the shift supervisor that he/she will be unable to attend work because of the death.

Section 3:

A day's pay is defined as eight (8) hours pay at the employee's regular straight-time rate. In the event the employee is working a regularly scheduled ten-hour (10) shift, bereavement leave pay shall be equal to ten (10) hours.

Section 4:

The employee must have completed his/her probationary period\* before being eligible for the bereavement leave pay. A probationary employee shall be granted an excused, unpaid leave of absence for bereavement purposes, the duration of which shall be measured by the criteria set forth in Section 1.

**ARTICLE 25**

**SICK LEAVE**

Each full time employee having completed their probationary period will accumulate paid sick leave at the rate of five (5) days per year. Sick leave will be allowed to accumulate from year to year so long as the employee is employed by the Employer and working on the work site. Sick leave will be paid at the employee's current straight time hourly rate. Unused sick leave will not be paid upon termination of employment.



A doctor's certification will not be required unless the sick leave absence is greater than three (3) work days. However, if a pattern of abuse of sick leave is documented by the Employer, the employee may be required to provide a doctor's certificate for each absence.

## **ARTICLE 26**

### **BARGAINING UNIT WORK**

Employees outside the bargaining unit, including supervisors, shall not perform work on a job normally performed by an employee in the bargaining unit. This provision shall not be construed to prohibit such non-bargaining unit employees, including supervisors from performing the following types of work:

- A. Experimental work.
- B. Demonstration work performed for the purpose of instructing and training employees.
- C. Work required by emergency conditions or due to employee absence.
- D. Work of a de minimum nature.

## **ARTICLE 27**

### **SUPERVISORS & TEMPORARY SUPERVISORS**

#### **Section 1:**

The Employer may assign an employee to perform as a temporary supervisor when the need arises due to short-term absences of a permanent supervisor due to illness, jury duty, vacation, or other circumstances, or when there is a short-term need for an increased number of supervisors due to an increase in operating requirements (work load). An employee will not be assigned as a temporary supervisor for more than 120 days in a calendar year.

#### **Section 2:**

An employee will not be assigned as a temporary supervisor solely to avoid a layoff called for by his/her seniority or to effectuate his/her recall from layoff despite lack of sufficient seniority. An employee assigned as a temporary supervisor shall remain an employee covered by his Agreement.

#### **Section 3:**

An employee who accepts an appointment to a supervisory position shall retain his seniority for a period of one year (12 months) in the event he/she should return to the bargaining unit.

## **ARTICLE 28**

### **BREAKS & RELIEF**

The Company shall make best efforts to provide relief for guards on a post when they need to use bathroom facilities. If possible and practicable relief breaks shall be granted to guards on outdoor posts in cases of extreme weather conditions.

## **ARTICLE 29**

### **SITE RULES**

#### **Section 1:**

Both the Union and the Employer understand and agree that the work performed under this contract is on the government-owned NASA Langley Research Center and, therefore, both the Union and the Employer are subject to government site rules that exist, or may be implemented in the future.

#### **Section 2:**

The Union agrees the Employer may establish reasonable site rules not consistent with the terms of this Agreement. The reasonableness and application of any such rule may be challenged through the grievance procedure.

## **ARTICLE 30**

### **DISCIPLINE & DISCHARGE**

#### **Section 1:**

The Employer has the right to discipline or discharge an employee for just cause.

#### **Section 2:**

An employee shall not be disciplined, suspended, or discharged without just cause. If an employee feels he/she has been unjustly dealt with, he/she may request his/her Union Representative to discuss the nature of a suspension or discharge with the Employer. The Employer will advise the employee and the Union Representative of the reason for the disciplinary action, and will furnish a written copy of the discharge/suspension notice and a written statement describing the misconduct with which he/she is charged.

#### **Section 3:**

Written notice, one (1) copy to the affected employee and two (2) copies to the Union Representative, shall be furnished for disciplinary action except for routine, verbal correction of minor infractions.



Section 4:

In imposing any disciplinary action on a current charge, the Employer will not take into account any prior infractions which occurred more than one year (12 months) previously.

Section 5:

During his/her probationary period, an employee may be discharged or disciplined by the Company at the Employer's option without recourse by the employee or the Union to the grievance procedure.

Section 6:

The Union recognizes the Employer has certain obligations in its contract with its NASA client pertaining to security clearances, and the Union agrees that nothing in this Agreement is intended to place the Employer in violation of its security agreement with its client. Therefore, in the event any governmental agency advises the Employer that an employee covered by this Agreement is restricted from work in certain areas, or prohibited access to classified information or material, the Union will not contest discharge for just cause of the employee by the Company.

**ARTICLE 31**

**BULLETIN BOARD**

Section 1:

The Employer shall provide space for one bulletin board, paid for by the Union, for exclusive Union business with the understanding that the Union shall neither post nor distribute any letters, handbills or notices elsewhere on the site.

Section 2:

Bulletin board notices shall be restricted to:

- A. Notices of Union recreational and social affairs;
- B. Notices of Union elections;
- C. Notices of Union appointments and results of Union elections;
- D. Notices of Union meetings;
- E. Other notices concerning Union affairs which are not political or controversial in nature.

Material to be placed on the board must be seen and approved by the Employer.

## ARTICLE 32

### GENERAL PROVISIONS

Section 1:     Notices

The Employer and the Union shall keep each other advised, in writing, of the names of the authorized representatives.

Section 2:     Employee Address and Telephone Number

Each employee is at all times responsible for having a correct address and telephone number on file with the Employer. All written notices shall be deemed to be properly filed if sent to the employee's last address on file.

Section 3:     Introduction of New Employees

**The Employer will introduce all new employees in the bargaining unit to the appropriate Union representative(s) as soon as possible.**

Section 4:     Union Cooperation

The Union agrees to cooperate with and assist the Employer to attain the best efficiency possible, and shall support the Employer's efforts to introduce and improve its method of operation.

Section 5:     Paychecks

Employees are responsible for their paychecks after they have been issued. Checks lost or otherwise missing should be reported to the Shift Supervisor. Employees shall be paid bi-weekly but no later than **Friday** ~~Thursday~~ for work that was performed during the previous two (2) weeks.

Section 6:     Grooming

Employees are required to report to work clean, well-groomed, and with a neat appearance.

Section 7:     Sanitation

The Employer will utilize its best efforts to ensure that employees are afforded access to sanitary facilities,

Section 8:     Safety and Health

The Employer shall make best efforts to provide for the safety and health of the employees during the hours of their employment.



Section 9: Seniority List

The Employer shall send to the Union ~~an~~ and updated seniority list on a monthly basis.

Section 10: Light Duty

Employees who have become physically incapacitated, either through injury or illness, to the extent that they are unable to perform their regular job tasks, shall be given preference for any light duty work available, and necessary, which they are able to perform. Such employees shall be paid the established rate for the job which they perform while on light duty. Any such assignment shall not be used to displace any employee senior to the affected employee. Nothing herein shall obligate the company to create a new job.

Section 11: Pay on Day of an Accident

Should an employee suffer an accident while on duty and be sent to the NASA Clinic and/or a hospital and return to work, or should the Clinic or hospital send the employee home, the Employer shall pay the employee as though he/she had worked the entire regular shift. Should the employee be in overtime status at the time of injury, he/she will be paid only for the actual hours worked.

**ARTICLE 33**

**NO STRIKES OR LOCKOUTS**

**A. No Strikes**

For the duration of this Agreement, the Union, its officers, agents, representatives, stewards, members, and the employees covered by this Agreement, shall not in any way, directly or indirectly, individually or concertedly, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, sit-down, sit-in, slowdown, sick-out, cessation or stoppage or work, boycott, picketing, or other interference with or interruption of the Employer's operations. Any employee engaging in such activity shall be subject to discipline including suspension and discharge, within the sole discretion of the Employer. In addition to any other liability, remedy, or right provided by applicable law or statute should such activity occur, the Union shall immediately upon learning of such activity:

1. Publicly disavow such action by the Employees;
2. Advise the Employer by telegram and in writing that such action by employees has not been called or sanction by the Union; and

3. Notify the employees orally, by telegram and by letter of its disapproval of such action and instruct such employees to cease such action and return to work immediately.

B. No Lockouts

The Employer agrees that it shall not lockout its employees for the duration of this Agreement.

## ARTICLE 34

### DUTY OF FAIR REPRESENTATION

The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit regardless of Union membership. The union further agrees to indemnify and hold harmless the Company from any and all liability, including monetary damages and attorney's fees and costs resulting from any failure on the part of the Union to fulfill its duty of fair representation.

## ARTICLE 35

### WAGE RATES

Employees' basic hourly wage rates shall be as follows:

<u>Position</u>	<u>Current</u>	<u>12/1/00</u>	<u>12/1/01</u>	<u>12/1/02</u>
Full time Guards Officers	\$ 10.02	\$ 10.30	\$ 10.65	\$ 11.00
Sergeants	10.48	11.00	11.50	12.00
Dispatchers	11.14	11.50	12.00	12.50
Part time Guards (Officers)	9.74	9.93	10.13	10.33

Sergeants performing supervisor's duties, shall be paid an additional \$ 0.25 per hour while assigned those supervisor duties. Effective 12/1/00, this differential is increased to \$0.50 per hour.

An employee who is assigned to the first shift shall receive a shift premium of \$ 0.15 per hour for all hours actually worked on said shift.

**Effective December 1, 2000, an employee who is assigned to the first or third shift**  
Shall receive a shift premium of \$0.25 per hour for all hours actually worked on  
Said shift.



## ARTICLE 36

### BENEFITS

#### Section 1:

Effective March 1, 1997 the Employer shall contribute (6.1 %) of full time employees base pay rate for each hour paid, not to exceed forty ( 40) hours in any one work week, to the DynCorp Savings and Retirement Plan. Employees may participate via payroll deduction in the DynCorp Savings and Retirement Plan in accordance w1th the Plan document with the exception of participation in the matching provision of the plan.

Employees on payroll as of September 11, 1994 will be 100% vested. Any employee hired after September 11, 1994 will follow the vesting schedule as outlined in the Plan.

#### Section 2:

The Employer agrees that effective April 1, 2000 Life, Accidental Death & Dismemberment and Short Term Disability Insurance will be offered to all full-time employees. The term Life Insurance coverage shall be in the amount of ten thousand dollars (\$10,000) per employee and the Accidental Death & Dismemberment Insurance coverage shall be in the amount of ten thousand dollars (\$10,000) per employee. The Employer will pay the full cost of these insurance plans. Part-time employees shall not be eligible for this coverage unless they are scheduled to regularly work 32 hours or more per workweek.

#### Section 3:

**The Employer shall have the right to change insurance coverage, provided all benefits are equal to or better than what is currently provided. The Employer will notify the Union of any anticipated changes and will afford the Union the opportunity to review and compare the benefits of the new carrier.**

#### Section 4:

There shall be no pyramiding of benefits (i.e., sick leave and vacation hours shall not be used to supplement any disability benefits) except the use of sick leave or vacation to cover the interim period prior to commencement of disability benefits as noted in Section 5, which follows.

#### Section 5:

The Employer will insure employees who qualify for disability income do not suffer any loss of pay during the interim period between the beginning of disability and commencement of disability insurance payments. Such disability payment will be sixty percent (60%) of the employee's base salary to a maximum benefit of five hundred dollars (\$500) per week for a maximum of thirteen (13) weeks per disability. In this connection, employees who have sick leave accrued will be granted paid sick leave; employees who do not have sufficient sick leave to cover the interim eight (8) day waiting period will be paid their regular rate of pay for all hours not covered by accrued sick leave, not to exceed five (5) work days. This provision will be limited to not more than one (1) occurrence each calendar year, except in those cases where the affected employee has sufficient sick leave accrued to cover the waiting period or chooses to utilize accrued vacation for this purpose. There will be no limitation on the use of vacation or sick leave to cover the waiting period.

Section 6:

Employees will be paid twenty-four cents (\$0.24) per mile when using his/her personal vehicle for official duty. Use of personal vehicle for duty purposes must have the prior approval of the Employer.

**ARTICLE 37**

**CONFLICT WITH ANY STATE OR FEDERAL LAW**

Where any provision of this Agreement conflicts with any State or Federal law operative or hereinafter to become operative, the latter shall take precedence hereunder. This provision shall not affect the validity and enforceability of any other provisions contained herein.

**ARTICLE 38**

**ENTIRE AGREEMENT**

Section 1:

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within collective bargaining, and that the understandings arrived at after the exercise of that right are set forth in this Agreement. Therefore, the Company and the Union for the life of this Agreement each voluntarily waives the right to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement. The express provisions of this Agreement for its duration, therefore, constitute the complete and total contract between the Company and Union with respect to rates of pay, wages, hours of work, and other conditions of employment. It is further agreed that this Agreement can only be added to, detracted from altered, amended or modified by a document in writing, signed on behalf of the parties hereto by their duly authorized officers and representatives.

Section 2:

All rights and privileges not expressly given up by the terms of this Agreement are retained by the Employer.

**ARTICLE 39**

**DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of February 10, 2000 and remain in effect up to and including February 9, 2003 and thereafter from year to year unless



notice is given, in writing, at least sixty (60) days prior to the expiration of this Agreement by either party to the other that it desires to modify or terminate said Agreement.

- B. It is agreed that the Employer's obligations under this Agreement will terminate upon termination of its government contract covering the bargaining unit, or upon the date the Agreement expires, whichever comes first.
- C. It is agreed that the Employer is not liable for any successor's conduct or for any obligations of any successor under this Agreement.

## EXHIBIT A

### ALCOHOL AND CONTROLLED SUBSTANCES TESTING LEVELS FOR WHICH EMPLOYEES ARE TESTED

<u>Test Used</u>	<u>Initial Testing level (ng/ml)</u>
Breath Alert	Alcohol ..... 0.02%
ENMIT DAU (all)	Marijuana Metabolites ..... 50
	Cocaine Metabolites ..... 300
	Opiate Metabolites ..... 300
	Phencyclidine ..... 25
	Amphetamines ..... 1,000

<u>Test Used</u>	<u>Confirmatory Testing level (ng/ml)</u>
GC/MS (all)	Marijuana Metabolites ..... 15
	Cocaine Metabolites ..... 150
	Opiate:
	Morphine ..... 300
	Codeine ..... 300
	Phencyclidine ..... 25
	Amphetamines ..... 500



## SIGNATURES TO THE AGREEMENT

By signature, each party pledges to abide by the provisions of this Agreement and, furthermore, pledges to strive to achieve a harmonious working relationship between the Union and the Employer.

INTERNATIONAL UNION, UNITED  
PLANT GUARD WORKERS OF  
AMERICA (UPGWA), AND ITS  
AMALGAMATED LOCAL UNION NO. 451:

DYNCORP TECHNICAL  
SERVICES, INC.

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James Allen, President Local 451  
and International Representative

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W. A. Tucker  
Director, Labor Relations

---

Renaldo Anderson, Negotiation  
Committeeman, Local 451, UPGWA

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James M. Abell  
DynCorp Program Manager  
NASA Langley CLASSIC

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Wayne L. Meeusen  
Security Division Manager  
DynCorp

Attachment G  
Schedule of Rates for Task Orders

**Straight Time Burdened Rates (Applicable to CLIN 15)**

Classification	Rates Per hour				
	Year 1	Year 2	Year 3	Year 4	Year 5
Guards					
Part Time Guards					
Security Education Specialist					
Classified Information Systems Security Spec.					
Physical Security Specialist					
Security Force Lead/Training Officer					
Sergeant					
Dispatcher					
Visitor Control Supervisor					
Visitor Control Clerk					
Locksmith					
Personnel Security Assistant					
Public Key Infrastructure Clerk					
Administrative Assistant					
International Visit Coordinator Assistant					
Explosive Detection Canine Handler					
Material burden	(b) (4)				
Equipment Burden	(b) (4)				

**Overtime Burdened Rates (Applicable to CLIN 15)**

Classification	Rates Per hour				
	Year 1	Year 2	Year 3	Year 4	Year 5
Guards					
Part Time Guards					
Sergeant	(b) (4)				
Dispatcher	(b) (4)				